

BUSINESS DEVELOPMENT FINANCIAL ASSISTANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2022, by and between the CITY OF ALAMEDA, a municipal corporation ("City") and Firebrand Artisan Breads, a perpetual purpose trust ("Borrower").

WHEREAS, Borrower wishes to obtain financial assistance to construct a retail café in Borrower's existing production facility located at 707 W. Tower Avenue, Suite A, Alameda, CA 94501 ("Property");

WHEREAS, loan proceeds may be used to cover expenses related to the buildout of a 1,500 square foot retail space within Borrower's existing production facility located at the Property, including all improvements and furniture, fixtures, and equipment ("FF&E");

WHEREAS, the City's Community Development Department, through the Base Reuse Fund, provides financial assistance to businesses on Alameda Point;

NOW, THEREFORE, the parties do mutually agree as follows:

I. **PURPOSE:** City has agreed to provide funds to construct a retail cafe ("Project"), located at the Property as described in the Project Scope of Work/Budget, attached hereto and incorporated herein as Exhibit A. A legal description of the Property is set forth in the Leasehold Deed of Trust which is attached hereto and incorporated herein as Exhibit B.

II. **TERM OF THE AGREEMENT:** This Agreement shall commence with the above date and shall continue until Borrower has fulfilled all covenants and conditions of this Agreement.

III. TERMS OF FINANCIAL ASSISTANCE:

A. Type and Amount of Loan: City shall make a loan ("Loan") to Borrower, the amount, interest, due date and other terms to be set forth in the Promissory Note, as amended, which is/are attached hereto and incorporated herein as Exhibit C.

B. Conditions for Each Disbursement: Loan funds shall be disbursed by the City only upon Borrower's written request to City, and only pursuant to the terms of this Agreement. Prior to each disbursement, the following conditions shall have been satisfied:

1. At least ten (10) calendar days prior to any disbursement, Borrower shall provide City with an invoice detailing all Project expenses which the disbursement will be used to cover, and which Borrower (and Borrower's contractor) shall certify as accurate. No disbursement request by Borrower shall be approved by City unless the expenses are consistent with the Project Scope of Work/Budget in Exhibits A.

2. No liens, other than those previously approved by City, shall have been filed against the FF&E and City shall not have received or been served with a verified claim or Notice to Withhold against the FF&E which has not been released or

withdrawn. Further, City shall have received appropriate waivers of Mechanics' and Materialmen's lien rights executed by all persons or entities entitled to such rights covering all prior disbursements.

C. Interest on Undisbursed Loan Funds: Borrower shall have no interest in, or right to interest earned on, undisbursed Loan funds. Any interest earned on undisbursed Loan funds shall belong to City.

D. Available Funds Insufficient to Complete Project: If City reasonably determines that the amount of funds available to Borrower from all sources, including the Loan, appears to be less than the amount required to complete and pay for the Project, City may decline to make further disbursements under the Loan and may demand that Borrower deposit with City cash in the amount of such deficiency or otherwise provide evidence satisfactory to City that Borrower is financially able to complete and pay for the Project.

IV. **CONDITIONS PRECEDENT**: City's obligations with regard to disbursement of the Loan shall be subject to, and conditioned upon the receipt of, the following documentation and approvals:

A. Lease: Borrower shall provide City with a copy of a valid lease for the Property indicating that the Property is leased to Borrower and therefore that the lien of the Leasehold Deed of Trust is a valid lien on the Property subject only to those exceptions permitted by City.

B. Project Scope of Work/Budget: City shall have approved a detailed Project Scope of Work/Budget in the form attached hereto as Exhibit A, based upon Borrower's good faith estimates of the total costs involved in rehabilitating the Property.

C. Leasehold Deed of Trust: Borrower shall provide City with a fully executed Leasehold Deed of Trust securing the Loan obligations in the form attached hereto as Exhibit B. The Leasehold Deed of Trust shall, when recorded, constitute a valid lien on the Property subject only to those liens and encumbrances approved by City.

D. Promissory Note: A Promissory Note in the form attached hereto as Exhibit C duly executed by Borrower.

E. Permit(s): Borrower shall have obtained, shall thereafter maintain in current status, and shall abide by the terms of, all applicable building, planning, and regulatory permits, licenses, and any approvals required for the Project from City or other governmental and regulatory authorities.

F. Other Evidence Required by City: Such other evidence, documents, or agreements as City may reasonably require to evidence the obligations of Borrower to perfect the security thereof or to verify that Borrower is in full compliance with the requirements of all Loan documents.

V. **AFFIRMATIVE COVENANTS OF BORROWER**: Borrower shall guarantee the following:

A. Construction: All construction shall be performed in accordance with the

Project Scope of Work/Budget in a good and workmanlike manner with materials of high quality. All such work shall be prosecuted with due diligence to completion. If any hazardous materials are disturbed during work on the Project, all further Project construction shall be performed by workers certified by a relevant Federal, State, or Local government agencies to handle such hazardous materials, or else all Project construction shall cease until such a time that the hazards are abated. At City's request, Borrower shall, at Borrower's sole cost and expense, correct any defect in the Project or material departure from the Project Scope of Work/Budget not previously approved in writing by City. When completed, the Project shall comply with all applicable building, zoning and other laws, and regulations, with all permits and approvals issued thereunder, and with all requirements of any appropriate board of fire underwriters. Borrower shall record a Notice of Completion and obtain any property insurance endorsements City reasonably requires.

B. Non-Discrimination: Consistent with City's policy that harassment and discrimination are unacceptable conduct, and in compliance with similar Federal and State laws, Borrower agrees that discrimination in the selection of contractors or tenants, or harassment directed towards contractors or tenants, on the basis of race, religious creed, color, national origin, ancestry, handicap or disability, marital status, pregnancy, sex, age, or sexual orientation shall not be tolerated.

C. Affirmative Contracting: Consistent with Federal, State, and City policy, Borrower is encouraged to contract with women, minority, and/or disadvantaged business enterprises.

D. Compliance with Contracts: Borrower shall comply with the terms of all contracts entered into for the performance of the Project.

E. No Events of Default: No event has occurred and no condition exists or, to the knowledge of Borrower, is threatened which: (1) might render Borrower unable to perform its obligations hereunder; or (2) constitute, or which after notice or lapse of time or both would constitute, a default hereunder.

F. Notice of Default: Borrower shall give written notice to the City within two (2) business days after the occurrence of any event which constitutes an Event of Default as set forth in Section VI of this Agreement, or which would constitute an Event of Default with the passage of time.

G. Litigation: That there is no litigation, investigation or other proceeding pending or threatened (or any basis therefore) against or materially affecting Borrower, the Project, and/or the Property. Should such proceedings commence, Borrower shall give written notice of such commencement within two (2) business days thereof. Borrower shall cause such proceedings to be contested vigorously and in good faith.

H. Hold Harmless: Borrower shall indemnify, defend (with counsel acceptable to the City) and hold harmless City, its City Council, boards and commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs, judgments, and expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of any such claim or suit, arising from or in any manner connected to this Agreement or the Project.

I. Insurance: On or before the commencement of the term of this Agreement, Borrower shall furnish City with certificates showing the effective dates and dates of expiration of insurance coverage. It is agreed that Borrower shall maintain in force at all times during the performance of this Agreement all insurance coverage required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California.

1. FF&E Insurance: Borrower shall maintain in full force and effect on all of its FF&E in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the term of this Agreement, providing protection against all perils, included within the standard form of "all-risk" (i.e., "Special Cause of Loss") fire and casualty insurance policy. City will not carry insurance on Borrower's FF&E.

2. Failure to Secure: If Borrower at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in Borrower's name or as an agent of Borrower and shall be compensated by Borrower for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

3. Sufficiency of Insurance: The insurance limits required by City are not represented as being sufficient to protect Borrower. Borrower is advised to confer with its insurance broker to determine adequate coverage for Borrower.

VI. **EVENTS OF DEFAULT**: Any of the following occurrences shall constitute an Event of Default under this Agreement:

A. Default Under Related Document: The occurrence of any default under the Promissory Note(s), the Deed(s) of Trust, or any other document evidencing or securing the Loan after giving affect to any applicable grace periods.

B. Breach of Covenant: Failure of Borrower to perform any term or condition of this Agreement binding upon Borrower within fifteen (15) days after City notifies Borrower of such failure

C. Misrepresentation: The City determines that any of Borrower's representations made herein or any written statement, financial statement, schedule, report, or certificate in connection herewith were or are false or misleading in any material respect when made or given or at any other time.

D. Adverse Change in Position: Failure of Borrower to correct any material adverse change in Borrower's financial condition above within ten (10) days after City notifies Borrower of such failure.

E. Assignments for the Benefit of Creditors: Borrower makes an assignment of substantially all of its assets for the benefit of creditors; or Borrower admits in writing its inability to pay debts generally as such become due; or Borrower consents to the appointment of a receiver, trustee or liquidator of Borrower or substantially all of Borrower's assets.

F. Borrower Intention to Not Comply: Borrower indicates to the City that it intends to not comply with any provision of this Agreement, for any reason and at any time.

G. Hazardous Materials Disturbed: Borrower violates any of the provisions of this Agreement pertaining to hazardous materials.

VII. **REMEDIES**: City shall have the following remedies available to it:

A. Failure to Commence Work: In the event Borrower does not commence buildout of the retail cafe within 120 days of full execution of this Agreement, City may, at its sole option, terminate the Agreement.

B. Remedies upon an Event of Default: Upon the occurrence of any Event of Default, City, at its option:

1. Shall be entitled to terminate its commitment to lend any Loan funds to Borrower and declare the Note immediately due and payable, and to make all sums of principal and interest then remaining unpaid on all Borrower's indebtedness to City immediately due and payable; and

2. Shall be entitled to exercise all other remedies provided to City under the Leasehold Deed of Trust, or any other document evidencing or securing the Loan or otherwise available under California law including, without limitation:

a. The appointment of a receiver;

b. The institution of a suit in law or equity or other appropriate proceedings; and

City may, but shall not be obligated to, set-off against any and all Borrower's property in which it has a security interest. In addition, the City shall be entitled to any penalties and/or fees due under Section X of this Agreement.

C. Inspection; Right to Stop Work: City shall, at all times, have the right but not the obligation to enter the Property during Project construction. If City determines that the Project work is unsafe, unsatisfactory, or not substantially in accordance with the Project Scope of Work/Budget, City shall not be obligated to make any further Loan disbursements unless or until all Project construction is satisfactory to City.

D. Disclaimer: Whether or not City elects to employ any or all of the remedies available to it, City shall not be liable for Borrower's implementation of or failure to implement, complete, and protect the Project; for payment of any expenses incurred in connection with the exercise of any remedy available to City; for the implementation or completion of the Project; or for the performance or nonperformance of any other obligation of Borrower.

VIII. **DUE ON SALE**: Notwithstanding anything to the contrary contained herein, if Borrower encumbers, sells, contracts to sell, or otherwise transfers any interest in the FF&E subject to the Leasehold Deed of Trust securing the Promissory Note(s), or a

beneficial interest in Borrower is sold or transferred, then at the option of City, the entire principal and interest balance of the Promissory Note(s), irrespective of the maturity dates expressed therein and without demand or notice, shall be immediately due and payable, along with any penalties and/or fees due under Section X of this Agreement.

IX. SUBORDINATION: The Note(s) and Deed(s) of Trust securing this Agreement may be subordinated, from time to time, to the liens of subsequent Deeds of Trust provided the following conditions are met:

- A. No event of default shall have occurred;
- B. Said subordination shall not facilitate a loan to Borrower by another lender which results in a reduction of Borrower's equity or which otherwise enables Borrower to obtain cash from another loan except, with City's prior written approval, for improvements to the Property;
- C. City shall not be required to accept a partial payoff of its loan(s);
- D. Borrower shall provide City with a current Title Report for the Property and a recent Property appraisal;
- E. Borrower shall pay to the City all fees due pursuant to Section X of this Agreement.

X. FEES:

- A. Transactions: City may, at its option, charge transaction fees for document preparation and recording and all other services related to the Property or the Project including but not limited to subordination, sale or other transfer, demand notices, refinancing, reconveyance, and litigation. Such fees shall be based on hourly compensation including indirect costs for all City staff time, including but not limited to the City Attorney's office, and any and all related incidental costs.
- B. Loan Collection Services: The City may, at its option, charge a fee for loan collection services equal to that fee which the provider of such services charges to the City for the processing of monthly payments. Such fee, if any, shall be disclosed to Borrower in advance of its imposition.
- C. Upon Default: Upon default, Borrower promises to pay City all costs of collection and fees and expenses actually incurred by City, whether or not litigation is commenced, including but not limited to attorney's fees and any penalties and/or fees due under this Agreement.

XI. MISCELLANEOUS PROVISIONS:

- A. Any delay or failure by City to enforce any provision of this Agreement shall not preclude City from enforcing any such provisions at a later time.
- B. All rights and remedies given to City under this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy to enforce this Agreement shall not preclude the

further exercise thereof or the exercise of any other right or remedy.

C. Any waiver, modification, or amendment of any term hereof by City shall not be effective unless in writing and signed by an authorized representative of City and shall not be held to be a waiver of any other term hereof. No delay or omission on the part of City in exercising any right or remedy to enforce this Agreement shall operate as a waiver of such right or remedy.

D. Time is of the essence hereunder.

E. This Agreement shall be binding upon the permitted assigns or successors of Borrower and City. This Agreement shall not be assigned or transferred by Borrower without the written consent of City and any purported assignment or transfer without such prior written consent shall be void.

F. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when mailed, certified or registered, return receipt requested, postage prepaid, to Borrower or City at the address below the signature lines or when delivered in person to the party to whom it is directed. Either party may, by notice given at any time, require that subsequent notices be given at a different address.

G. City shall not be deemed to be a partner or joint venturer with Borrower in connection with the loan or any action taken under this Agreement. The relationship of Borrower and City is strictly that of borrower-lender.

H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together, shall constitute one and the same Agreement.

I. This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, the State of California.

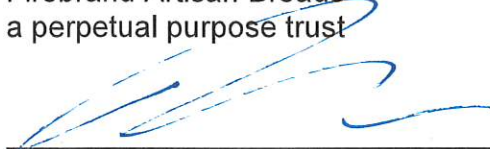
J. This Agreement, the Note, the Leasehold Deed of Trust, and any and all other documents related hereto shall all be the joint and several obligations and liabilities of each Borrower, if more than one.

K. This Agreement which includes the Exhibits, contains all representations and the entire understanding and agreement between the parties.

L. If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall be given effect separately and shall be in effect.

IN WITNESS THEREOF, this Agreement is executed as of the date and year first above written.

BORROWER:
Firebrand Artisan Breads
a perpetual purpose trust



Matt Kreutz, CEO

Firebrand Artisan Breads
707 W. Tower Avenue, Suite A
Alameda, CA 94501

CITY:
City of Alameda,
a municipal corporation

Nancy Bronstein, Interim City Manager

City of Alameda
2263 Santa Clara Ave.
Alameda, CA 94501

RECOMMENDED FOR APPROVAL:

DocuSigned by:



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Lisa Nelson Maxwell
Community Development Director

APPROVED AS TO FORM:

DocuSigned by:



785D25E39B18464...

Len Aslanian
Assistant City Attorney

EXHIBITS

- A. Project Scope, Budget, and Detailed Inventory of FF&E
- B. Leasehold Deed of Trust
- C. Promissory Note



Firebrand Artisan Breads Retail Location Scope of Work

Firebrand, PBC is a mission driven bakery that provides high quality jobs to people who are formerly homeless or incarcerated. Started in 2008, Firebrand provides a wide range of wrap around services and support to help provide staff with a stable foundation with which to change the trajectory of their lives in a positive direction. This new retail location will serve the residents of Alameda Point and the surrounding East Bay. We will be providing our signature breads, pastries and coffee, but will also be adding a full service food menu. We will have both indoor and outdoor seating and have extended hours to serve our customers and those of Almanac Brewery. Almanac and Firebrand will work collaboratively to provide food to their customers, sharing a point of sale system and resources.

The scope of the work is to provide architecture services, construction services, project management, equipment purchases for the buildout of a new full service café and restaurant in our existing facility at 707 W. Tower Ave. The construction will consist of: finishing shell construction, all finishes, polish flooring, provide electrical service, install hood and ventilation system, install necessary plumbing, make any gas connections needed, equipment installation, construction of a new restroom, construction of a storage space, install all necessary lighting, install outdoor furniture and large awning, install fire sprinklers, install an alarm system as well as any work necessary for a successful completion of the foregoing work of a certificate of occupancy at the Firebrand Café.

There has already been a large amount of work completed as part of the original construction of the larger production facility. All of this work has been inspected and approved as part of the first phase of construction completed in June of 2021. The following work was completed as part of the first phase of construction

- The gas line for the unit was upsized as part of the larger shell construction and there will be no need for any additional gas to be run to the building. Gas was piped to the retail space, so we'll just need to make connections back to this line.
- All sewer lines have been identified and were tied into as part of the shell construction, so no further trenching in the space will be necessary.
- Electrical capacity was upsized and ample capacity dedicated to the retail space. We will not need to bring additional capacity to the building.
- Water line was upsized and we will not need to bring in any additional capacity.
- Large hood was purchased for the kitchen area and is currently in the building, it will be installed as part of this scope of work.
- Design scope and preliminary architectural work has been completed.

We will need swift approvals for building and health permits to keep this project on time and to maintain cost controls. We will work collaboratively with all appropriate agencies to ensure that this project lands on time.

We estimate that this project will add an additional 15 jobs to Alameda Point and bring additional energy and life to a rapidly growing and expanding area.



RESIDENTIAL & COMMERCIAL CONTRACTORS
4096 PIEDMONT AVE. #240
OAKLAND, CA 94611
BILLING@BLACKCREEKBUILDERS.COM
WWW.BLACKCREEKBUILDERS.COM
LIC. #924418

Budget By Division/Cost Code

Created: 5/7/2021 12:00:06 PM

Project Name: Firebrand Bread - 707 W. Tower Ave. - 01

Black Creek Builders, Inc. is pleased to present the following Takeoff Budget by Division for Firebrand Bread - 707 W. Tower Ave. - 01.

Please note that this is an estimate intended for budgeting purposes and, depending on the amount of detail available in the plans provided, may be considered a rough, preliminary estimate or a final contract budget.

Planset Type: Preliminary Estimate Type: Preliminary

Billing will be based on actual hours worked and actual materials installed. "Allowances" in the budget should be considered estimates, rather than fixed bid amounts, and final numbers may vary based on final costs.

Profit, General Liability Insurance, and Contractors Contingency have been added to this budget as their own line items. This approach offers clarity and transparency. The following items are percentage based, represented in decimal form, and listed below.

Contractors Contingency: 0.050
General Liability Insurance: 0.020
Contractors Profit: 0.050

All estimates for labor include Contractor's Overhead and are based on required level of trade expertise, as represented in the following per-hour rates.

Contractor:	\$ 120.00	Carpenter:	\$ 65.00
Senior Project Manager:	\$ 100.00	Plumber:	\$ 75.00
Project Manager:	\$ 85.00	Electrician:	\$ 75.00
Site Superintendent:	\$ 85.00	Apprentice Carpenter:	\$ 55.00
Parts Manager:	\$ 55.00	Apprentice Plumber:	\$ 65.00
Administrator:	\$ 55.00	Apprentice Electrician:	\$ 65.00

Please see your Contract Agreement for more details, terms and conditions.
We appreciate your business and look forward to working with you.

Respectfully,

Black Creek Builders, Inc.
800-737-7113
info@blackcreekbuilders.com
www.blackcreekbuilders.com

Division 01 - General Requirements

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Project Management	13100.000 Project Management and	Line Item color on Takeoff		No Page association.	
Allowance for 160.00 hours of dedicated project manager.					
Labor Allowance of 160.00 Project Manager hours.					
		160.000	Hours	\$85.00	\$13,600.00
Project Management Subtotal:					\$13,600.00
Parts Management	13120.000 Parts Manager	Line Item color on Takeoff		No Page association.	
Allowance for 80.00 hours of parts manager.					
Labor Allowance of 80.00 Parts Manager hours.					
		80.000	Hours	\$55.00	\$4,400.00
Parts Management Subtotal:					\$4,400.00
Equipment Rental	12100.015 Equipment Rental	Line Item color on Takeoff		No Page association.	
Allowance for all Equipment Rental costs as laid out below.					
This Item has been Excluded from this budget.					
		0.000		\$0.00	\$0.00
Equipment Rental Subtotal:					\$0.00
Safety Program	12100.018 Safety Program	Line Item color on Takeoff		No Page association.	
Allowance for all Safety Program costs needed for this project.					
This includes Covid compliance as understood by Contractor.					
Other Allowance for costs related to Safety Program.					
		1.000	Qty	\$1,500.00	\$1,500.00
Safety Program Subtotal:					\$1,500.00
Parking, Gas and Toll	12100.021 Parking	Line Item color on Takeoff		No Page association.	
Allowance for all Parking and Toll costs needed for this project.					
Other Allowance for costs related to Parking, Gas and Toll.					
		1.000	Lot	\$500.00	\$500.00
Parking, Gas and Toll Subtotal:					\$500.00
Contractor's Contingency	12100.009 Contingency	Line Item color on Takeoff		No Page association.	
Allowance for Contractor's Contingency. This is to be used at Contractor's discretion to cover overages in Line Item budgets as well as potential Change Orders.					
Other Allowance for costs related to Contractor's Contingency.					
		0.050		\$381,147.23	\$19,057.36
Contractor's Contingency Subtotal:					\$19,057.36
Contractor's Insurance	12100.006 Insurance	Line Item color on Takeoff		No Page association.	
Allowance for Contractors insurance costs.					
Other Allowance for costs related to Contractor's Insurance.					
		0.020		\$381,147.23	\$7,622.94
Contractor's Insurance Subtotal:					\$7,622.94
Contractor's Profit	12100.003 Profit	Line Item color on Takeoff		No Page association.	
Allowance for Contractor's Profit.					
Other Allowance for costs related to Contractor's Profit.					
		0.050		\$381,147.23	\$19,057.36

Division 01 - General Requirements

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Contractor's Profit	12100.003 Profit			Line Item color on Takeoff	No Page association.

Allowance for Contractor's Profit.

Contractor's Profit Subtotal:

\$19,057.36

Division 01 - General Requirements Subtotal: \$65,737.66**Division 02 - Existing Conditions**

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Site Prep/Mobilization	22000.003 Site Preparation			Line Item color on Takeoff	No Page association.

Labor and material Allowance for Site Prep/Mobilization.

Labor Allowance of 16.00 Carpenter hours.

16.000

Hours

\$65.00

\$1,040.00

Material Allowance for Site Prep/Mobilization.

1.000

Lot

\$200.00

\$200.00

Site Prep/Mobilization Subtotal:

\$1,240.00

Selective Demolition	24119.000 Selective Demolition			Line Item color on Takeoff	No Page association.
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Labor and material Allowance for Selective Demolition.

This Item has been Excluded from this budget.

0.000

\$0.00

\$0.00

Selective Demolition Subtotal:

\$0.00

Debris Removal and Hauling	17419.003 Debris Removal and			Line Item color on Takeoff	No Page association.
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Labor and material Allowance for Debris Removal and Hauling.

Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Debris Removal and Hauling.

1.000

Lot

\$2,000.00

\$2,000.00

Debris Removal and Hauling Subtotal:

\$2,000.00

Final Cleaning	17423.000 Final Cleaning			Line Item color on Takeoff	No Page association.
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Labor and material Allowance for Final Cleaning.

Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Final Cleaning.

1.000

Lot

\$1,500.00

\$1,500.00

Final Cleaning Subtotal:

\$1,500.00

Division 02 - Existing Conditions Subtotal: \$4,740.00**Division 03 - Concrete**

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Cast-in-place Concrete	33000.000 Cast-in-Place Concrete			Line Item color on Takeoff	No Page association.

Labor and material Allowance for Cast-in-place Concrete.

Division 03 - Concrete

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Cast-in-place Concrete	33000.000 Cast-in-Place Concrete			Line Item color on Takeoff	No Page association.
Labor and material Allowance for Cast-in-place Concrete.					
Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Cast-in-place Concrete.		1.000	Lot	\$7,500.00	\$7,500.00
Cast-in-place Concrete Subtotal:					\$7,500.00

Division 03 - Concrete Subtotal: \$7,500.00

Division 06 - Wood, Plastics and Composites

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Layout	61100.003 Wall Layout			Line Item color on Takeoff	No Page association.
Labor and material Allowance for Layout.					
Labor Allowance of 80.00 Carpenter hours.		80.000	Hours	\$65.00	\$5,200.00
Material Allowance for Layout.		1.000	Lot	\$1,500.00	\$1,500.00
Layout Subtotal:					\$6,700.00

Framing - HVAC Support	61100.000 Wood Framing			Line Item color on Takeoff	No Page association.
Labor and material Allowance for Framing - HVAC Support.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Framing - HVAC Support Subtotal:					\$0.00

Wall Framing	61100.012 Wall Framing			Line Item color on Takeoff	No Page association.
Labor and material Allowance for Wall Framing.					
Labor Allowance of 160.00 Carpenter hours.		160.000	Hours	\$65.00	\$10,400.00
Material Allowance for Wall Framing.		1.000	Lot	\$7,000.00	\$7,000.00
Wall Framing Subtotal:					\$17,400.00

Ceiling Framing	61100.015 Ceiling Framing			Line Item color on Takeoff	No Page association.
Labor and material Allowance for Ceiling Framing.					
Labor Allowance of 80.00 Carpenter hours.		80.000	Hours	\$65.00	\$5,200.00
Material Allowance for Ceiling Framing.		1.000	Lot	\$3,500.00	\$3,500.00
Ceiling Framing Subtotal:					\$8,700.00

Wood Trim	64600.000 Wood Trim			Line Item color on Takeoff	No Page association.
Labor and material Allowance for Wood Trim.					
Labor Allowance of 80.00 Carpenter hours.		80.000	Hours	\$65.00	\$5,200.00
Material Allowance for Wood Trim.		1.000	Lot	\$2,000.00	\$2,000.00

Division 06 - Wood, Plastics and Composites

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Wood Trim	64600.000 Wood Trim			Line Item color on Takeoff	No Page association.

Labor and material Allowance for Wood Trim.

Wood Trim Subtotal: \$7,200.00

Division 06 - Wood, Plastics and Subtotal: \$40,000.00

Division 07 - Thermal & Moisture

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Roofing	73000.000 Steep Slope Roofing			Line Item color on Takeoff	No Page association.

Labor and material Allowance for Roofing.

This Item has been Excluded from this budget. 0.000 \$0.00 \$0.00

Roofing Subtotal: \$0.00

Firestopping	78400.000 Firestopping			Line Item color on Takeoff	No Page association.
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Labor and material Allowance for Firestopping.

This Item has been Excluded from this budget. 0.000 \$0.00 \$0.00

Firestopping Subtotal: \$0.00

Division 07 - Thermal & Moisture Subtotal: \$0.00

Division 08 - Openings

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Interior Doors	81000.000 Doors and Frames			Line Item color on Takeoff	No Page Association

Labor and material Allowance for Interior Doors. Frame(s) and Door(s) only.

This item is for standard size, paint grade, solid core wood door(s) in a wood jam. This line item Excludes door hardware and casing.

This Item has been Excluded from this budget. 0.000 \$0.00 \$0.00

Interior Doors Subtotal: \$0.00

Elysian Doors	83000.000 Specialty Doors and			Line Item color on Takeoff	A2.1-R
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Labor and material Allowance for Elysian Doors.

Labor Allowance of 8.00 Carpenter hours. 8.000 Hours \$65.00 \$520.00

Material Allowance for 1.00 Count of Elysian Doors. 1.000 Count \$2,500.00 \$2,500.00

Elysian Doors Subtotal: \$3,020.00

Storefront Systems	84000.000 Entrances, Storefronts,			Line Item color on Takeoff	No Page Association
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Labor and material Allowance for Storefront Systems.

Division 08 - Openings

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Storefront Systems	84000.000 Entrances, Storefronts,				
Labor and material Allowance for Storefront Systems.					
Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Storefront Systems.		1.000	Lot	\$5,000.00	\$5,000.00
Storefront Systems Subtotal:					\$5,000.00

Division 08 - Openings Subtotal: \$8,020.00

Division 09 - Finishes

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Sheetrock	92900.000 Gypsum Board				
Labor and material Allowance for Sheetrock.					
Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Sheetrock.		1.000	Lot	\$15,000.00	\$15,000.00
Sheetrock Subtotal:					\$15,000.00

Paint - Interior	99123.000 Interior Painting				
Labor and material Allowance for Paint - Interior.					
Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Paint - Interior.		1.000	Lot	\$15,000.00	\$15,000.00
Paint - Interior Subtotal:					\$15,000.00

Paint - Exterior	99113.000 Exterior Painting				
Labor and material Allowance for Paint - Exterior.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Paint - Exterior Subtotal:					\$0.00

Wall Tile - Up to 4 feet	93000.006 Wall Tile				
Labor and material Allowance for Wall Tile - Up to 4 feet.					
Material Allowance for 99.56 SQ/FT of Wall Tile - Up to 4 feet.		99.560	SQ/FT	\$10.00	\$995.60
Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Wall Tile - Up to 4 feet.		99.560	SQ/FT	\$35.00	\$3,484.60
Wall Tile - Up to 4 feet Subtotal:					\$4,480.20

Eco Grip	96200.000 Specialty Flooring				
Labor and material Allowance for Eco Grip.					
Subcontract Allowance for Urban Gold to provide Labor and/or Materials for Eco Grip.		541.960	SQ/FT	\$18.00	\$9,755.28
Eco Grip Subtotal:					\$9,755.28

Division 09 - Finishes

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Polished Concrete	96000.006 Polished Concrete				A2.1-R

Labor and material Allowance for Polished Concrete.

Subcontract Allowance for TBD to provide Labor and/or Materials for Polished Concrete.	1,059.820	SQ/FT	\$10.00	\$10,598.20	
Polished Concrete Subtotal:					\$10,598.20

FRP - Up to 4 feet	97000.003 FRP Wall Finish				A2.1-R
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Labor and material Allowance for FRP - Up to 4 feet.

Labor Allowance of 20.47 Carpenter hours.	20.470	Hours	\$65.00	\$1,330.55	
Material Allowance for 204.72 SQ/FT of FRP - Up to 4 feet.	204.720	SQ/FT	\$2.50	\$511.80	
FRP - Up to 4 feet Subtotal:					\$1,842.35

FRP - Up to 8 feet	97000.000 Wall Finishes				A2.1-R
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Labor and material Allowance for FRP - Up to 8 feet.

Labor Allowance of 68.54 Carpenter hours.	68.540	Hours	\$65.00	\$4,455.10	
Material Allowance for 685.44 SQ/FT of FRP - Up to 8 feet.	685.440	SQ/FT	\$2.50	\$1,713.60	
FRP - Up to 8 feet Subtotal:					\$6,168.70

Face of Bar wall - PNc - C/S	97000.009 Front Bar Wall Finish				A2.1-R
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Labor and material Allowance for Face of Bar wall - PNc - C/S.

Unknown Material/Finish

Labor Allowance of 109.10 Carpenter hours.	109.100	Hours	\$65.00	\$7,091.50	
Material Allowance for 218.20 SQ/FT of Face of Bar wall - PNc - C/S.	218.200	SQ/FT	\$10.00	\$2,182.00	
Face of Bar wall - PNc - C/S Subtotal:					\$9,273.50

Division 09 - Finishes Subtotal: \$72,118.23

Division 10 - Specialties

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
ADA Signage	101400.000 Signage				No Page association.

Labor and material Allowance for ADA Signage.

Material Allowance for ADA Signage.	1.000	Lot	\$500.00	\$500.00	
ADA Signage Subtotal:					\$500.00

Brand Signage	101400.000 Signage				No Page association.
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Labor and material Allowance for Brand Signage.

This Item has been Excluded from this budget.	0.000		\$0.00	\$0.00	
Brand Signage Subtotal:					\$0.00

Division 10 - Specialties

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Commerical Bathroom Accessories	102800.000 Toilet, Bath, and	Line Item color on Takeoff		No Page Association	
Labor and material Allowance for Commerical Bathroom Accessories.					
Labor Allowance of 10.00 Carpenter hours.		10.000	Hours	\$65.00	\$650.00
Material Allowance for 10.00 Qty of Commerical Bathroom Accessories.		10.000	Qty	\$75.00	\$750.00
Commerical Bathroom Accessories Subtotal:					\$1,400.00

Division 10 - Specialties Subtotal: \$1,900.00

Division 11 - Equipment

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Kitchen Equipment Installation	114000.000 Foodservice Equipment	Line Item color on Takeoff		No Page association.	
Labor and material Allowance for Kitchen Equipment Installation.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Kitchen Equipment Installation Subtotal:					\$0.00

Division 11 - Equipment Subtotal: \$0.00

Division 12 - Furnishings

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Casework	123000.000 Casework	Line Item color on Takeoff		No Page association.	
Labor and material Allowance for Casework.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Casework Subtotal:					\$0.00

Countertops - BB-1	123600.000 Countertops	Line Item color on Takeoff		A2.1-R	
Labor and material Allowance for Countertops - BB-1.					
Subcontract Allowance for an unidentified Subcontractor to provide Labor and/or Materials for Countertops - BB-1.		157.690	SQ/FT	\$100.00	\$15,769.00
Countertops - BB-1 Subtotal:					\$15,769.00

Division 12 - Furnishings Subtotal: \$15,769.00

Division 21 - Fire Suppression

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Fire Sprinklers	211000.000 Water-Based	Line Item color on Takeoff		No Page association.	
Labor and material Allowance for Fire Sprinklers.					

Division 21 - Fire Suppression

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Fire Sprinklers	211000.000 Water-Based				Line Item color on Takeoff No Page association.

Labor and material Allowance for Fire Sprinklers.

This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
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Fire Sprinklers Subtotal: \$0.00

Fire Alarm	283000.003 Fire Alarm				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Fire Alarm.

This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
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Fire Alarm Subtotal: \$0.00

Division 21 - Fire Suppression Subtotal: \$0.00

Division 22 - Plumbing

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Domestic Water Distribution	221100.000 Facility Water				Line Item color on Takeoff No Page association.

Labor and material Allowance for Domestic Water Distribution.

Rough-in hot and cold water to all of plumbing fixtures. All plumbing that gets installed after Sheetrock/Wall Finishes is listed under separate line items.

Labor Allowance of 80.00 Plumber hours.		80.000	Hours	\$75.00	\$6,000.00
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Material Allowance for Domestic Water Distribution.		1.000	Lot	\$3,500.00	\$3,500.00
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Domestic Water Distribution Subtotal: \$9,500.00

Drain, Waste, Vent	221300.000 Facility Sanitary				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Drain, Waste, Vent.

Install Drain lines, Waste lines, and Vents for all plumbing fixtures.

Labor Allowance of 160.00 Plumber hours.		160.000	Hours	\$75.00	\$12,000.00
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Material Allowance for Drain, Waste, Vent.		1.000	Lot	\$5,000.00	\$5,000.00
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Drain, Waste, Vent Subtotal: \$17,000.00

Grease Interceptor	221319.260 Grease Removal				Line Item color on Takeoff No Page Association
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Labor and material Allowance for Grease Interceptor.

This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
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Grease Interceptor Subtotal: \$0.00

Division 22 - Plumbing

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Commercial Plumbing Fixtures	224200.000 Commercial Plumbing				A2.1-R

Labor and material Allowance for Commercial Plumbing Fixtures.

Install all new Plumbing Fixtures. Assumes that rough plumbing is new or in appropriate condition to accept new fixtures. Includes average price for fixtures and accessories.

Labor Allowance of 8.00 Plumber hours.	8.000	Hours	\$75.00	\$600.00
Material Allowance for Commercial Plumbing Fixtures.	1.000	Lot	\$1,000.00	\$1,000.00
Commercial Plumbing Fixtures Subtotal:				\$1,600.00

Commercial Water Heater	223000.006 Commercial Equipment				No Page Association
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Labor and material Allowance for Commercial Water Heater.

This Item has been Excluded from this budget.	0.000		\$0.00	\$0.00
Commercial Water Heater Subtotal:				\$0.00

Plumbing Trim Out	224000.000 Plumbing Fixtures				No Page association.
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Labor and material Allowance for Plumbing Trim Out.

Labor Allowance of 120.00 Plumber hours.	120.000	Hours	\$75.00	\$9,000.00
Material Allowance for Plumbing Trim Out.	1.000	Lot	\$3,500.00	\$3,500.00
Plumbing Trim Out Subtotal:				\$12,500.00

Division 22 - Plumbing Subtotal: \$40,600.00

Division 23 - HVAC

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
HVAC	230000.000 HEATING,				No Page association.

Labor and material Allowance for HVAC.

This Item has been Excluded from this budget.	0.000		\$0.00	\$0.00
HVAC Subtotal:				\$0.00

Division 23 - HVAC

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Type 1 Hoods	233813.003 Type 1 Hood				Line Item color on Takeoff No Page association.

Labor and material Allowance for Type 1 Hoods.

Travis,

Here is a quick budget number for firebrand per our conversation with inline supply fan with pollution control unit to vent out a louver with 14' hood.

Cost for Hood, scrubber, louver, estimated ducting, ansul ect.... BUDGET \$109,000.00
 Optional MUA if needed - \$11,500.00

Thanks

Gary Walker

Subcontract Allowance for Air Squared to provide Labor and/or Materials for Type 1 Hoods.	1.000	Lot	\$120,500.00	\$120,500.00	
Type 1 Hoods Subtotal:				\$120,500.00	

Division 23 - HVAC Subtotal: \$120,500.00

Division 26 - Electrical

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Main Distribution Panels	262400.006 Main Panels				Line Item color on Takeoff No Page association.

Labor and material Allowance for Main Distribution Panels.

This Item has been Excluded from this budget.	0.000		\$0.00	\$0.00	
Main Distribution Panels Subtotal:				\$0.00	

Rough-in Distribution	262000.003 Rough-in Distribution				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Rough-in Distribution.

Labor Allowance of 240.00 Electrician hours.	240.000	Hours	\$75.00	\$18,000.00	
Material Allowance for Rough-in Distribution.	1.000	Lot	\$8,500.00	\$8,500.00	
Rough-in Distribution Subtotal:				\$26,500.00	

Equipment Disconnects	262400.012 Equipment Disconnects				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Equipment Disconnects.

Labor Allowance of 40.00 Electrician hours.	40.000	Hours	\$75.00	\$3,000.00	
Material Allowance for Equipment Disconnects.	1.000	Lot	\$1,000.00	\$1,000.00	
Equipment Disconnects Subtotal:				\$4,000.00	

Division 26 - Electrical

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Lighting	265000.000 Lighting				Line Item color on Takeoff No Page association.

Labor and material Allowance for Lighting.					
Labor Allowance of 80.00 Electrician hours.		80.000	Hours	\$75.00	\$6,000.00
Material Allowance for Lighting.		1.000	Lot	\$5,000.00	\$5,000.00
Lighting Subtotal:					\$11,000.00

Lighting Control	265000.003 Lighting Control				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Lighting Control.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Lighting Control Subtotal:					\$0.00

Trim Out	262000.006 Trim-Out				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Trim Out.					
Labor Allowance of 80.00 Electrician hours.		80.000	Hours	\$75.00	\$6,000.00
Material Allowance for Trim Out.		1.000	Lot	\$2,500.00	\$2,500.00
Trim Out Subtotal:					\$8,500.00

Data	272000.000 Data Communications				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Data.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Data Subtotal:					\$0.00

Audio-Video	274000.000 Audio-Video				Line Item color on Takeoff No Page association.
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Labor and material Allowance for Audio-Video.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Audio-Video Subtotal:					\$0.00

Division 26 - Electrical			Subtotal:	\$50,000.00	
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Division 33 - Utilities

Line Item Name	Line Item Cost Code	Qty	Units	Cost	Price
Utilities	330000.000 UTILITIES				Line Item color on Takeoff No Page association.

Labor and material Allowance for Utilities.					
This Item has been Excluded from this budget.		0.000		\$0.00	\$0.00
Utilities Subtotal:					\$0.00

Division 33 - Utilities			Subtotal:	\$0.00	
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Grand Total: \$426,884.89

DESCRIPTION	MODEL	Model No. / NEMA No. / Other Descriptor	QUANTITY	Total Cost
Batch Brewer	Ground Control	L14-30	1	\$6,222
Hand Sink	Advance Tabco 7-PS-EC-SP-2X		6	\$1,158
Single Compartment Prep Sink	Advance Tabco T9-3-54-18RL-X		1	\$1,626
36" 6 Burner Range w/ casters (Optional)	Wolf Range C36C-6B		1	\$5,390
Salamander - Southbend	P36RADBRKT		1	\$3,402
72" Griddle,	Vollrath 972GGM		1	\$4,409
Fryer, Frymaster	GF14		2	\$1,581
2 door sandwich prep table	True TRUTSSU6016D2		2	\$14,000
SS/Tables	Advance Tabco KMG 304		2	\$2,600
Espresso Machine	Linea Classic La Marzocco		1	\$13,000
Knock Box			1	\$11
Espresso Grinder	Mahlkonig Twin K30		1	\$7,000
Coffee Grinder	Bunn G3 HD		1	\$1,200
IPADs for POS and stands	IPAD x 5		1	\$2,000
Hot water tower	Fetco WB 2105		1	\$1,400
Ice machine	Iceomatic CIM0535		1	\$4,000
Cold drinks case	True T19GA		1	\$3,000
Sink	GSW HS-1217S Wall Mount Hand Sink w/ Faucet, Strainer & Splash Guards		1	\$250
Ice and Water dispenser	Regency 18x21		1	\$550
Undercounter dish washer	Hobart Lxeh		1	\$7,000
Café tables and Chairs	Lancaster Table & Seating 30" x 48" Solid Wood Live Edge Table Top with Antique Walnut Finish	webstruant	25	\$5,000
Trash Cans			40	\$2,049
Vitamix x 2	Vitamix 062826		2	\$1,221
Toaster			1	\$150
Low boy refrigerator	Beverage-Air UCR27A Solid Door Undercounter Refrigerator, 27"		1	\$2,700
Pizza Oven	Baker's Pride 152 Pizza Oven, Double 36" Wide Decks, Gas		1	\$18,800
Silverware				\$300
Outdoor tables and chairs x 10	XA-FARM-6-GG Hercules 40 "x 108" x 30"	Webstruant - Hercules	2	\$10,049
Outdoor cover w/ lighting			1	\$1,750
Water Glasses				\$200
Outside heaters	Patio Heater, Propane, Stainless Steel, 46000 BTU's		6	\$1,800
Receipt printers				\$1,000
Pitcher rinser			1	\$330
Pitchers for cold drinks			1	\$100
Pitchers for creamers			1	\$68
Bread Slicer	Berkel MB7/16STD Bread Slicer 7/16" slice		1	\$8,900
Silverware/napkin caddies			1	\$360
Digital Scales x 2			1	\$80
Mixer	Hobart HL200 Planetary Bench Mixer, 20 qt.		1	\$7,700
Fan x 2	36 inch drum fan from Uline	H-1196	1	\$1,380
Chinoise			1	\$35
Dehydrator	Waring WDH10 Commercial Food Dehydrator, 10 trays		1	\$660
Bus Tubs			1	\$72
Food Warmer	Thunder Group SEJ81000C Countertop Food Warmer		1	\$228
Flow wrapper	ILAPAK Carrera 2000 PC	99 075	1	\$56,000
Outdoor tables and awning	Cedar Cross legged picnic tables		10	\$40,000
Compressor	California Air Tools	20040DSPCADC-031722001	1	\$2,500
Konig Roll Machine	MiniRex MultiAB	31.0.4333	1	\$45,000
Esmach Mixer	TSPI 200 -- Impast. Autosollevente	9300000000103710	1	\$32,000
TOTAL FF&E				\$320,231

2022 Firebrand Artisan Breads – [707 W Tower Avenue Suite A, Alameda CA 94501]
Page 2

EXHIBIT B: LEASEHOLD DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Alameda
Community Development
Department
950 West Mall Square, 2nd Floor
Alameda, California 94501-7558
Attention: Community Development
Director

This document is exempt from the
payment of a recording fee pursuant
to Government Code § 27383.

LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF FURNITURE, FIXTURES AND
EQUIPMENT
**(City of Alameda Business Development Financial Assistance-- Firebrand Artisan
Breads)**

THIS LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF FURNITURE, FIXTURES
AND EQUIPMENT ("**Deed of Trust**") is made as of this ___ day of _____, 2022,
by Firebrand Artisan Breads, a perpetual purpose trust, ("**Trustor**"), to Old Republic
Title Insurance Company ("**Trustee**"), for the benefit of the City of Alameda, a
municipal corporation ("**Beneficiary**").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness
herein recited and the trust herein created, the receipt of which is hereby
acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns
to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of
Beneficiary, under and subject to the terms and conditions hereinafter set forth,
Trustor's leasehold interest in the improvements and Furniture, Fixtures, and
Equipment associated with the retail cafe located at 707 W. Tower Avenue, Suite
A, Alameda, California, 94501 a detailed inventory of which is included in Exhibit
A ("**FF&E**").

TOGETHER WITH any and all improvements of every kind and description
now or hereafter erected thereon, and all property of Trustor now or hereafter
affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter
delivered to said property and intended to be installed therein;

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on at 707 W Tower Suite A or elsewhere, and used or to be used in connection with the buildout of the retail cafe; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the improvements and FF&E and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing; and

TOGETHER WITH all funds in all operating, replacement and transition reserve accounts created in connection with the FF&E associated with the retail cafe and any improvements thereon.

All of the foregoing is herein referred to as the "**Security**." To have and to hold the Security together with acquittances to Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "**Secured Obligations**"):

(a) Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.1(d) below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.1(c) below). Said principal and other payments shall be due and payable as provided in the Note or other Loan Documents, as applicable. The Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

(c) Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

(d) All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part),

however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1
DEFINITIONS

Section 1.1 In addition to the terms defined elsewhere in this Leasehold Deed of Trust, the following terms shall have the following meanings:

(a) "**Loan Agreement**" means that certain Contract for the Use of Financial Assistance between Trustor and Beneficiary, dated _____, providing for the Beneficiary to loan to Trustor the amount of Three Hundred Thousand Dollars (\$300,000) to construct a retail café in Trustor's existing production facility located at 707 W. Tower Avenue, Suite A Alameda, California, 94501.

(b) "**Loan Documents**" means this Deed of Trust, the Note, the Loan Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary.

(c) "**Note**" means the promissory note in the principal amount of Three Hundred Thousand Dollars (\$300,000) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. A copy of the Note is on file with the Beneficiary and the terms and provisions of the Note are incorporated herein by reference.

(d) "**Principal**" means the amount required to be paid under the Note.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE IMPROVEMENTS AND FURNITURE,
FIXTURES, AND EQUIPMENT (FF&E) AND SECURITY

Section 2.1 Maintenance and Modification of the Improvements and Furniture, Fixtures, and Equipment (FF&E) by Trustor.

Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, Trustor will, at Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good

condition. Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, to diligently file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file or record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Alameda County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, at least fifteen (15) days prior to the date of delinquency, all applicable taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (i) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (ii) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section. With respect to

taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (ii) of the first sentence of this paragraph, the provisions of this Section shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all Secured Obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days' prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become part of the Secured Obligations (together with interest as set forth below) and shall be secured hereby, which amounts Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by

law.

ARTICLE 4
AGREEMENTS AFFECTING THE PROPERTY; FURTHER
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 4.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 4.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 5.1) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of Trustor in this Deed of Trust, Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary (including, but not limited to, other professional service fees and costs); and any such amounts paid by the Beneficiary shall be added to the Secured Obligations, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 4.3 Payment of the Principal.

Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 4.4 Financing Statement.

Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to

this instrument. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the Beneficiary may reasonably require. Without the prior written consent of the Beneficiary, Trustor shall not create or cause to be created pursuant to the California Commercial Code any other security interest in the Security, including replacements and additions thereto.

Section 4.5 Operation of the Security.

Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 4.6 Inspection of the Security.

At any and all reasonable times, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security, provided, however, that any such inspection shall not unreasonably disturb or violate the rights of any tenants or other occupants of the Property.

Section 4.7 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, source of income, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall Trustor itself or any person claiming under or through Trustor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub lessees or vendees in the Development. The foregoing covenants shall run with the land.

ARTICLE 5 EVENTS OF DEFAULT AND REMEDIES

Section 5.1 Events of Default.

(a) The following shall constitute events of default ("**Events of Default**") following the expiration of any applicable notice and cure period included in the Loan Agreement: (i) failure to make any payment to be paid by

Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; or (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default shall not be cured within the times and in the manner provided therein.

Section 5.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing beyond any applicable notice and cure period, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations shall immediately become due and payable, upon written notice by the Beneficiary to Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 5.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing beyond any applicable notice and cure period, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the improvements and FF&E, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Sale (as defined below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records

of Alameda County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the Secured Obligations.

Section 5.4 Receiver.

If an Event of Default shall have occurred and be continuing beyond any applicable notice and cure period, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 5.5 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 5.6 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of Trustor hereunder shall not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or

impair any rights, power or remedies consequent on any Event of Default by Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligations, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 5.7 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 5.8 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Trustor, its creditors or its property, Trustee or the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

Section 5.9 Waiver.

Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 6 MISCELLANEOUS

Section 6.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 6.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full upon expiration of the term of the Regulatory Agreement, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 6.3 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 6.4 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 6.5 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 6.6 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 6.7 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 6.8 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.


Section 6.9 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

[Signatures on following page.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

By: 
 Matt Kreutz
 8/31/22

[SIGNATURE MUST BE NOTARIZED]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

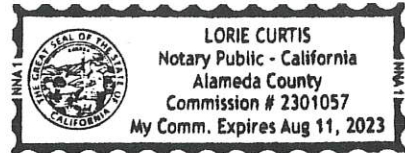
State of California
County of Alameda)

On August 31, 2022 before me, Lorie Curtis, Notary Public
(insert name and title of the officer)

personally appeared Matt Kreutz,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Lorie Curtis*

(Seal)

2022 Firebrand Artisan Breads – [707 W Tower Avenue Suite A, Alameda CA 94501]

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EXHIBIT C: PROMISSORY NOTE

**CITY OF ALAMEDA
PROMISSORY NOTE**

(Firebrand Artisan Breads to City of Alameda)

\$300,000

Alameda, California

____, 2022

FOR VALUE RECEIVED, the undersigned, Firebrand Artisan Breads, a perpetual purpose trust ("Borrower") hereby promises to pay to the order of the City of Alameda, a charter city and municipal corporation ("Lender"), the principal amount of Three Hundred Thousand Dollars (\$300,000.00) in lawful money of the United States of America, plus interest, payable as set forth below.

The principal obligation evidenced by this Promissory Note shall be repayable as follows:

1. Three Hundred Thousand Dollars (\$300,000.00) shall bear interest at the rate of two percent (2%) per annum over seven (7) years starting on _____ on the amounts of principal sum remaining unpaid from time to time. Principal and interest are payable in 84 installments of \$4071.43 or more each, on the first day of each and every month beginning on _____ and continuing until _____.

2. In the event Borrower should fail to pay any interest or principal of this note when due, and if such default has not been cured on the date of the next installment payment under this Note, then the entire amount of unpaid principal of this Note, together with all accrued interest, shall become due and payable at the option of Lender, without notice to the undersigned. Failure of Lender to exercise such option shall not constitute a waiver of such or any subsequent default.

3. Payments become delinquent if they remain unpaid 15 days from the day they are due. Upon delinquency, Borrower shall pay a late charge of five percent (5%) of the total of all sums not paid at the time required by any provisions of the Agreement entered into by and between Lender and Borrower under the terms and conditions of the Business Development Financial Assistance Agreement separately executed by Borrower and Lender ("Agreement"). Said five percent (5%) shall be in addition to any principal and/or interest payment due hereunder and shall be due on the date of the next installment payment.

4. In the event of any of the following events, at the option of Lender, all sums of interest and principal of this Note shall become immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character:

- a. Default in the payment when due of any part or installment of interest or principal; or
- b. Default in the performance of any of the covenants and conditions of the Leasehold Deed of Trust securing this Note, or any other document by which this Note is secured; or
- c. Appointment of a receiver or trustee to take possession of any

property of the undersigned or any endorser of this Note; or

d. Attachment of any involuntary lien or liens, of any kind or character, to the assets or property of the undersigned or any endorser of this Note which lien is not removed or a surety bond is not provided for within sixty (60) days.

5. The undersigned agrees that Lender shall have the rights and remedies available to a creditor under, and that this obligation shall be construed in accordance with, the laws of the State of California.

6. The undersigned agrees and acknowledges that Lender has not made any representations concerning Lender's willingness not to exercise, or to delay exercising any right or remedy to endorse this Note. No waiver by Lender of any right or remedy shall be effective unless in writing and signed by Lender and no such waiver on one (1) occasion shall be construed as a waiver on any other occasion. No modification of this Note shall be effective unless the modification is in writing and is signed by Lender.

7. The undersigned agrees that the rights granted to Lender pursuant to this Note shall accrue to any endorsee of this Note who is lawfully in possession of this Note.

8. In the event that suit be brought hereon, or an attorney be employed, or expenses be incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, the undersigned promises to pay all such expenses and attorney's fees.

9. The Borrower, endorsers, and sureties of this Note, and each of them, hereby waive diligence, demand, presentment offer payment, or protest and notice of protest. In the event there is more than one (1) signatory hereto, each of the obligations undertaken herein is joint and several obligations of each signatory.

10. Notwithstanding anything to the contrary contained herein, if Borrower encumbers, sells, contracts to sell, leases with option to purchase or otherwise transfers any interest in the property subject to the Leaseholder Deed of Trust securing this note (or a beneficial interest in Firebrand Artisan Breads is sold or transferred), then at the option of Lender, the entire principal and interest balance of this note, irrespective of the maturity date expressed herein and without demand or notice, shall be immediately due and payable.

11. Borrower shall incur no prepayment penalty for any payments it makes under this Note.

12. All notices required or permitted in connection with this Note shall be in writing and shall be given to Lender at Alameda City Hall (City Manager's Office) 2263 Santa Clara Avenue, Alameda, CA 94501 and to Borrower at 70 Oak Grove Street, San Francisco, CA 94107. Either party may change its address for notice by written notice to the other.

13. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought with an approval action by the City Manager or Finance Director.

14. This Note shall be governed by and construed in accordance with the laws

of the State of California.

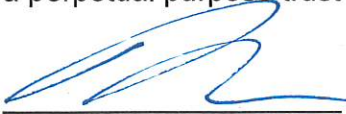
15. If any provision of this Note is deemed unenforceable, the validity, legality and enforcement of the remaining provisions in this Note are not in any way affected or impaired hereby.

16. Time is of the essence with respect to every provision of this Note.

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note as of the date first written above.

BORROWER:

Firebrand Artisan Breads
a perpetual purpose trust



Name: Matt Kreutz

Title: Chief Executive Officer

Date: 8/31/22