

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of May 7, 2018 (the "**Effective Date**") by and between the CITY OF ALAMEDA, a charter city and municipal corporation ("**Seller**" or "**City**"), and 1703 Grand LLC or Permitted Assignee ("**Buyer**") with regard to the purchase and sale of certain Property, upon the terms and conditions set forth herein.

1. Authority. Pursuant to Section 3-10 of the Charter of the City of Alameda, the City Council adopted Ordinance ____ authorizing the sale of the Property upon the terms and conditions set forth herein, and pursuant to Government Code § 65402 the Planning Board has made a finding of General Plan conformance.

2. The Property. Seller hereby agrees to sell, assign and convey to Buyer, and Buyer hereby agrees to purchase from Seller, (a) the **Real Property**, defined as that approximately 0.18 acre parcel commonly known as 1703 Grand Street, Alameda, and APN 072-6322-010 (the "**Real Property**") which is improved with a single story structure known as the Historical Alameda Fire Station (the "**Building**") together with all appurtenances, rights, privileges, warranties and easements benefiting, belonging or pertaining thereto, and (b) all of Seller's right, title and interest in any intangible property related to or associated with the Real Property and Building, collectively the "**Property**".

3. Purchase Price. The Purchase Price for the Property is Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) (the "**Purchase Price**") and shall be paid by Buyer to Escrow Holder (as defined at Section 9.1 below) in good, same day funds, on or before the Closing Date.

3.1 Initial Deposits. Concurrently with its execution of this Agreement, Buyer shall deposit with Escrow Holder an earnest money deposit in the amount of Twenty-Five Thousand Dollars (\$25,000) (the "**Initial Deposit**"). The Deposit shall be held by Escrow Holder, pursuant to a separate escrow agreement in an interest bearing account, insured by the Federal Government. In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be credited against the Purchase Price at Closing.

3.2 Independent Consideration. Concurrently with the Initial Deposit, Buyer shall deliver to Escrow Holder as independent consideration for this Agreement the amount of One Hundred Dollars (\$100) the "**Independent Consideration**," which consideration shall be non-refundable to Buyer under any circumstances. At Closing the Independent Consideration, together with all interest that accrues on the Independent Consideration while in Escrow Holder's control, shall be applied as a credit toward the payment of the Purchase Price. If this Agreement is terminated for any reason by either party, the Independent Consideration shall be paid to Seller.

3.3 Second Deposit. Concurrently with its delivery of our Election to Proceed, as defined in Section 4.3 below, Buyer shall deliver to Escrow Holder a second deposit in the amount of Twenty Five Thousand Dollars (\$25,000) (the "**Second Deposit**"). The Second Deposit, together with the Initial Deposit, are collectively referred to herein as the "**Deposit**".

3.4 Balance of Purchase Price. The balance of the Purchase Price, together with all other funds required to be paid by Buyer under Section 9.6 below, shall be paid by

Buyer to Escrow Holder in immediately available funds on or before the Closing Date. For purposes of calculating the balance of the Purchase Price payable by Buyer hereunder, Buyer shall be credited with (i) the Deposit, (ii) the Independent Consideration, (iii) all investment earnings on the Deposits that have not previously been distributed to Buyer, and (iv) Buyer's share of the prorations in Buyer's favor and other credits described in Section 9.6 below.

4. Due Diligence Investigations.

4.1 Physical Inspections. Subject to compliance with the terms and conditions set forth below, during the Due Diligence Period as defined in Section 4.3 below, Buyer and Buyer's agents, employees, contractors, consultants and representatives (collectively, "**Buyer's Agents**") shall be entitled to enter onto the Property to perform a complete review of the Property and all matters related to the Property as Buyer determines is necessary in Buyer's sole and absolute discretion and to perform any inspections, investigations, and tests of the Property, including but not limited to, geotechnical soil borings, test pits, physical inspections and other environmental tests of the Property (including testing for Hazardous Materials), all at Buyer's sole cost and expense. Prior to making any geotechnical borings, test pits or testing wells ("**Environmental Testing**"), Buyer shall deliver to Seller a detailed scope of work and obtain Seller's prior written approval for such work. The foregoing notwithstanding, Buyer's Agents shall not undertake any destructive investigation of the Building except for minimally invasive testing required for any pest control report, or testing for the presence of asbestos containing materials or lead paint. In connection with Buyer's entry on the Property pursuant to this Section 4, Buyer shall comply with all of the following:

(a) Buyer shall keep the Property free and clear of all liens arising out of Buyer's and Buyer's Agents activities conducted upon the Property. Buyer shall indemnify, defend and hold Seller free and harmless of and from all costs, expenses, damages, claims, liabilities, attorneys' fees and costs or charges (collectively "**Adverse Consequences**") suffered or incurred by Seller to the extent caused by the activities of Buyer or Buyer's Agents while on the Property during the Due Diligence Period, excepting, however, any Adverse Consequences arising out of the mere discovery of any Hazardous Materials.

(b) Buyer or Buyer's Agents prior to entering the Property pursuant to this Section 4 to perform any Environmental Testing shall provide Seller with a certificate of commercial general liability insurance, with a combined single limit of liability not less than Two Million Dollars (\$2,000,000.00), which certificate names Seller as an additional insured and is primary and non-contributing with insurance carried by Seller.

(c) Buyer, at Buyer's sole cost, shall repair all physical damage to the Property caused by Buyer or Buyer's Agents in connection with any such inspection, testing or entry.

(d) Buyer's obligations under Sections 4.1(a)-(c) shall survive a termination of this Agreement before Closing.

4.2 Review of Due Diligence Materials. Seller has delivered to Buyer copies of all the documents described on **Exhibit "A"** attached hereto (collectively, the "**Due Diligence Documents**"). During the Due Diligence Period, Buyer and Buyer's Agents shall have the right to review the Due Diligence Materials, and any other materials or matters Buyer in its sole and absolute discretion may elect to obtain and review with respect to the Property. Buyer acknowledges that Seller makes no representation or warranty regarding the truth, accuracy or

completeness of any Due Diligence Materials. Upon a termination of this Agreement for any reason other than the default of Seller hereunder, Buyer shall promptly deliver, within a commercially reasonable time following Seller's written request, to the extent the same are not confidential or subject to the attorney-client privilege and disclosure of the same is not otherwise prohibited, copies of all reports, plans, specifications, studies, drawings, photographs, models, surveys, and test results prepared by or for Buyer relating to the Property (collectively, "**Buyer's Reports**") "AS-IS" without any representation or warranty whatsoever regarding their content, reliability, accuracy, completeness or any other aspect thereof and subject to the rights of third parties in such Buyer's Reports.

4.3 Due Diligence Notice. Buyer shall have the right, during the period commencing on the Effective Date and expiring at 5:00 p.m. California time fifteen (15) days thereafter (the "**Due Diligence Period**"), to elect to approve or disapprove, in Buyer's sole and absolute discretion, the Due Diligence Materials, the suitability or desirability of the Property for Buyer's intended purposes, title, zoning and land use issues, environmental or structural conditions of the Property, and/or any other aspect of the Property, or the feasibility of this transaction. In the event Buyer (for any reason or no reason) disapproves the Property, Buyer may terminate its obligation to purchase the Property by delivering written notice of its disapproval of the Property ("**Disapproval Notice**") to Seller at any time prior to the expiration of the Due Diligence Period, in which case the Independent Consideration shall be disbursed to Seller, the Initial Deposit shall be immediately refunded to Buyer, less any amounts due to Escrow Holder from Buyer pursuant to this Agreement, Buyer's obligation to purchase, and Seller's obligation to sell the Property shall terminate, and neither Party shall have any further obligation to the other except as otherwise expressly provided in this Agreement. In the event that Buyer elects in its sole and absolute discretion to proceed with this transaction, then prior to the expiration of the Due Diligence Period, Buyer shall deliver written notice of its election to proceed with this transaction on the terms and conditions set forth herein ("**Election to Proceed**") to Seller and, concurrently therewith, Buyer shall also deposit with Escrow Holder the Second Deposit. Thereafter, except in the event of Seller Default, the Deposit shall thereafter be non-refundable to Buyer. If Buyer fails to deliver a Disapproval Notice or an Election to Proceed to Seller prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have delivered a Disapproval Notice.

4.4 Environmental and Defect Nondisclosure. Until the Close of Escrow, without the Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Buyer and its employees shall not disclose to any third party, including any governmental or quasi-governmental authority (other than the City), the results of any physical or environmental examinations, tests, analyses, investigations, inquiries or other inspections conducted by, or at the request of, Buyer on or regarding the physical condition of the Property, such as Phase 1 or Phase 2 reports if Buyer elects not to proceed with the acquisition of the Property except: (a) to the extent that Buyer is required to do so pursuant to applicable law or legal process, provided that, prior to such disclosure, Buyer shall notify Seller of Buyer's belief that Buyer is required to disclose such information; (b) to those of Buyer's employees, investors, members, lenders, counsel, accountants, agents, contractors, engineers and consultants who require such information in order to perform the services for which they were retained, provided that those to whom such information is disclosed are informed of the confidential nature thereof, or (c) to any governmental or quasi-governmental authorities in connection with Buyer's contemplated or intended use and development of the Property, provided however, that as a condition precedent to such disclosure, Buyer shall first disclose to Seller the governmental authority and the environmental information it wishes to disclose and Seller shall have approved in writing such disclosure. Seller's approval shall not be

unreasonably withheld, conditioned or delayed. After the Close of Escrow, Buyer and its employees shall not be bound by this Section 4.4.

5. Condition of Property.

5.1 Property Sold in an "As-Is" Condition "With All Faults". Seller and Buyer mutually acknowledge and agree that the Property is being sold in an "As-Is" condition "with all faults" known or unknown, contingent or existing, and without any representation or warranty by Seller as to its fitness for any purpose. Buyer has the sole responsibility to fully inspect the Property, to investigate all matters relevant thereto and to reach its own independent evaluation of the risks (environmental or otherwise) or rewards associated with the ownership of the Property. Buyer acknowledges that the Building is in need of significant capital repairs, which has been accounted for in the agreed upon Purchase Price. Effective as of the Closing Date, except as otherwise expressly set forth herein, Buyer hereby waives and releases Seller and its successors and assigns from and against any claims, obligations or liabilities arising out of or in connection with the physical condition of the Property.

5.2 Waiver of Environmental Conditions. To the fullest extent permitted by law, and except as expressly set forth in this Agreement, Buyer does hereby unconditionally waive and release the Seller from any present or future claims and liabilities of any nature arising from or relating to the presence or alleged presence of hazardous materials in, on, at, from, under, or about the Property including, without limitation, any claims under or on account of any hazardous materials laws regardless if other such hazardous materials are located in, on, at, from, under, or about the Property prior to or after the date hereof.

5.3 Waiver of Natural Hazards. Buyer further acknowledges that "Natural Hazards" described in the following California Code Sections (the "**Natural Hazard Laws**") may affect the Property: Government Code Sections 8589.4; 8589.3; Government Code Sections 51183.4, 51183.5 (Fire Hazard Severity Zone); Public Resource Code Section 2621.9 (Earthquake Fault Zone); Public Resource Code Section 2694 (Seismic Hazard Zone); and Public Resource Code Section 4136 (Wildlands Area). Subject to Buyer's receipt of a Natural Hazard Disclosure Report ("**NHDR**"), Buyer acknowledges and agrees that Buyer has had the opportunity independently to evaluate and investigate whether any or all of such Natural Hazards effect the Property and Seller shall have no liabilities or obligations with respect thereto. Without limiting the foregoing and except for Seller's obligation to deliver a NHDR to Buyer with the Property Information, Buyer acknowledges and agrees that Buyer knowingly and intentionally waives and releases Seller from, any disclosures, obligations or requirements of Seller with respect to Natural Hazards, including, without limitation, any disclosure obligations or requirements under the aforementioned Code Sections or under California Civil Code Section 1102.

5.4 Private Sewer Lateral/Gas Shutoff Valve. The East Bay Municipal Utility District ("EBMUD") Wastewater Control Ordinance requires property owners in certain areas of the EBMUD wastewater service area to obtain a compliance certificate that shows their private sewer laterals are without defects and have proper connections. The ordinance requires property owners to test and, if needed, repair or replace their private sewer laterals. Buyer shall be responsible for any costs associated with the testing/repair/replacement of the existing sewer lateral and, if needed, the installation of a shutoff valve at the gas meter.

6. Title.

6.1 Title Review. Among the Due Diligence Documents provided to Buyer, is a current Preliminary Title Report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every title item affecting title to the Property. Buyer's review of the Preliminary Report and any other matters which may affect title shall be completed during the Due Diligence Period and a delivery by Buyer of an Election to Proceed, as specified in Section 4.3, shall be conclusively deemed an acceptance by Buyer of the Condition of Title as shown in the Preliminary Report.

6.2 Title at Closing. Upon and subject to Close of Escrow, Seller shall convey title to the Real Property to Buyer by quitclaim deed, subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, except for any monetary encumbrances other than non-delinquent taxes or assessments.

7. {Intentionally Omitted}

8. Conditions Precedent. The following shall be the conditions precedent to the Parties' obligations to consummate the purchase and sale transaction contemplated herein:

8.1 Conditions to Buyer's Obligations. Buyer's obligation to consummate the purchase transaction provided for herein is subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Buyer and may only be waived by Buyer in writing:

8.1.1 Owner's Policy. Title Company shall be irrevocably committed to issue, at the Closing, a CLTA policy of title insurance ("**Owner's Policy**").

8.1.2 Due Performance. Seller shall not be in default under this Agreement and shall have duly performed each and every covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

8.1.3 Condemnation. This Agreement shall not have been terminated by Buyer as a result of any condemnation or threatened condemnation of the Property.

8.1.4 No Pending Action. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, or other proceedings, against Seller or affecting the Property that would materially and adversely affect Seller's ability to unconditionally perform its obligations under this Agreement; and there shall exist no pending or threatened action, suit or proceeding with respect to Seller or the Property before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby.

8.2 Buyer's Waiver of conditions. Buyer may at any time or times on or before the Close of Escrow, in its sole and absolute discretion, waive any of the conditions precedent to Buyer's obligations under Section 8 or otherwise and consummate the sale, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. In the event any of the conditions precedent for the benefit of Buyer that are contained in this Agreement are not completely fulfilled and satisfied, then Buyer may terminate its obligation to purchase the Property, and (a) the Independent Consideration shall be disbursed to Seller, (b) the Deposit(s) and all accrued interest thereon shall immediately be returned to Buyer less

any amounts due to Escrow Holder from Buyer pursuant to this Agreement, (c) Buyer's obligation to purchase, and Seller's obligation to sell, the Property shall terminate, and (d) neither Party shall have any further obligation to the other except as specifically provided in this Agreement.

8.3 Conditions to Seller's Obligations. Seller's obligation to consummate the purchase transaction provided for herein is subject to the satisfaction, in Seller's sole and absolute discretion, of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing:

8.3.1 Due Deliveries. Buyer shall have delivered to Escrow Holder the items required to be delivered by Buyer pursuant to Section 9.4 hereof.

8.3.2 Due Performance. Buyer shall not be in default under this Agreement and shall have duly performed each and every covenant, undertaking and agreement to be performed by it prior to the Close of Escrow hereunder.

9. Closing.

9.1 Establishment of Escrow. Concurrent with the execution of this Agreement, Seller shall establish an escrow with First American Title Company, 1850 Mt. Diablo Boulevard, Suite 300, Walnut Creek, California 94596 ("**Escrow Holder**" or "**Title Company**") and shall promptly give Buyer notice of the escrow number for this transaction.

9.2 Time. The "**Close of Escrow**" or "**Closing**" shall mean and refer to the payment of the Purchase Price to Seller and the concurrent recordation of the Quitclaim Deed, which shall occur through escrow with Escrow Holder, within fifteen (15) days after expiration of the Due Diligence Period, or such shorter or longer time as the parties may agree. The "**Closing Date**" shall mean and refer to the date on which the Close of Escrow occurs.

9.3 Deposit of Documents by Seller. On or before the Closing Date, Seller shall deposit with Escrow Holder:

9.3.1 a duly executed and acknowledged quitclaim deed conveying the Property to Buyer;

9.3.2 written instructions to Escrow Holder instructing the Escrow Holder to close the escrow in accordance with the terms of this Section;

9.3.3 any other documents as may be reasonably requested by Buyer or the Escrow Holder as may be necessary to consummate the transaction including, but not limited to, any statement of information requested by the Escrow Holder.

9.4 Deposit of Documents and Money by Buyer. On or before the Closing Date, Buyer shall deposit with Escrow Holder:

9.4.1 the balance of the Purchase Price in cash, increased or reduced, as the case may be, by Buyer's share of the closing costs and other prorations;

9.4.2 written instructions to the Escrow Holder instructing the Escrow Holder to close the escrow in accordance with the terms of this Article; and

9.4.3 any other documents or money as may be reasonably requested by the Seller or the Escrow Holder as necessary to consummate the transaction.

9.5 Closing. Escrow shall close by Escrow Holder's performing of the following in the following order:

9.5.1 recording the quitclaim deed conveying the Property to Buyer;

9.5.2 payment of the Purchase Price to Seller, less Seller's share of closing costs and prorations as required by this Section; and

9.5.3 obtaining from the Title Company for delivery to Buyer an owner's policy of title insurance in form and with endorsements designated by Buyer in the amount of the Purchase Price showing title to the Real Property vested of record as of the Closing Date in Buyer.

9.6 Closing Costs and Prorations.

9.6.1 Closing Costs. Seller and Buyer shall each pay one half (1/2) of all escrow fees.

Buyer shall pay:

(a) All premium costs and expenses incurred in connection with any policy of title insurance obtained by or on behalf of Buyer;

(b) any real estate transfer tax;

(c) Recording fees, if any; and

(d) The expense of its own counsel.

Seller shall pay:

(e) The expense of its own counsel.

Any other closing costs not specified herein shall be divided equally between the parties.

9.7 Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Buyer as of the Closing Date, except as otherwise specified:

9.7.1 It is acknowledged that prior to the Closing Date, the Property has not been subject to ad valorem taxes or assessments thus no proration of such taxes is required.

9.7.2 All utility charges and other expenses incurred in operating the Property shall be prorated effective as of 11:59 p.m. on the day prior to the Closing Date. If the exact amount of any item to be prorated is not known as of the Closing Date, the proration shall be based upon a reasonable estimate thereof made by Seller and Buyer, and, as soon after the Closing as the exact amount of the item is known, the proration shall be adjusted.

10. Default Remedies.

10.1 Notice and Cure. Notwithstanding anything contained in this Agreement to the contrary, if a party is in breach under this Agreement ("**Defaulting Party**") the other party ("**Non-defaulting Party**") shall deliver written notice to the Defaulting Party of such breach, and (a) the Defaulting Party shall have until 5:00 p.m. California time on the date that is five (5) business days after the Defaulting Party's receipt of such written notice to cure the breach, and (b) the Defaulting Party shall not be in default under this Agreement if the Defaulting Party cures such breach on or prior to 5:00 p.m. California time on the date that is five (5) business days after the Defaulting Party's receipt of such written notice.

10.2 Buyer Default: Liquidated Damages. In the event Closing does not occur as a result of Buyer's default, Seller may, as its sole and exclusive remedy, terminate this Agreement by delivery of a notice of termination to Buyer, whereupon neither party shall have any further rights or obligations hereunder except those which expressly survive a termination of this Agreement. Buyer and Seller acknowledge and agree that, with the fluctuation in land values, the unpredictable state of the economy and of government regulations, the fluctuating money market for real estate loans of all types, and other factors that directly affect the value and marketability of the property, it would be extremely difficult and impracticable to ascertain with any degree of certainty the amount of damages that would be suffered by Seller in the event of the failure of the transaction which is the subject of this Agreement to close escrow as a result of Buyer's default in its obligation under this Agreement to purchase the Property. The parties hereby agree that the reasonable estimate of said damages is the amount of \$50,000 and in the event that all of the conditions to Buyer's obligations contained in this Agreement have been satisfied or waived and seller is not otherwise in default under this Agreement, if Buyer defaults in its obligation under this Agreement to purchase the Property, and the Close of Escrow fails to occur as a result, Seller shall, as its sole and exclusive remedy, be entitled to the earnest money deposit as liquidated damages. Except as provided in the preceding sentence, Seller hereby waives all other claims, damages and other remedies including the provisions of California Civil Code Sections 3384, 3387 and 3389. The earnest money deposit has been determined with reference by the parties to the above considerations in establishing a reasonable sum as liquidated damages. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code Sections 1671, 1676 and 1677.

Buyers Initials ZIL Seller's Initials _____

10.3 Seller's Default. In the event Closing does not occur as a result of Seller's default, Buyer, as Buyer's sole and exclusive remedy, may terminate this Agreement by delivery of notice of termination to Seller, whereupon all amounts deposited by Buyer with Escrow Holder, with the exception of the Independent Consideration, shall be returned to Buyer and neither party shall thereafter have any further rights or obligations hereunder except any which expressly survive a Termination of this Agreement.

11. General Provisions.

11.1 Capacities. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to find the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

11.2 Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Buyer shall have the right to assign this Agreement to a newly formed limited liability company, corporation or partnership in which Buyer, holds a controlling interest ("**Permitted Assignee**").

11.3 Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or modification of any term or provision shall be effective unless set forth in writing and signed by both Seller and Buyer.

11.4 Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages the prevailing party shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding.

11.5 Brokers' Commission. Seller and Buyer each represent and warrant to the other that with the exception of Cushman and Wakefield, representing Seller ("**Seller's Broker**"), and WEB Home Corporation representing Buyer ("**Buyer's Broker**") neither party has dealt with any other real estate brokers or finders with respect to the transaction contemplated hereby. Each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any claim or claims of any other broker or brokers to a commission in connection with this transaction as a result of the actions of the indemnifying party. Seller shall pay any commission owing to Seller's Broker in connection with this transaction. Pursuant to a separate written agreement Seller's Broker shall be responsible for any fee or commission payable to Buyer's Broker.

11.6 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California.

11.7 Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

11.8 Time. Time is of essence of every provision herein contained in this Agreement.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one instrument. The parties agree that this Agreement may be deemed executed by the delivery of signatures of the parties by facsimile, pdf files or other forms of electronic transmission.

11.10 Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, or transmitted by electronic mail addressed to the party whom it is directed at the following

addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Seller: City of Alameda
Alameda City Hall
2263 Santa Clara Ave.
Alameda, CA 94501
Tel: (510) 748-4509
Attn: City Manager

To Buyer: 1703 Grand LLC
1500 W. Winton Avenue
Hayward, CA 94545

Notices which are delivered by hand, deposited in the United States Mail in accordance with the terms of this Section or delivered by a commercial courier service shall be deemed received upon actual receipt (unless receipt occurs on a weekend or holiday, in which case notice will be deemed given on the next-succeeding business day) or refusal of receipt during normal business hours. Notices which are delivered by electronic mail shall be deemed to have been delivered on the date sent if sent by 5:00 P.M. Pacific time on any business day, with delivery made after such hours to be deemed delivered on the following business day, provided that the sender does not receive any failure of delivery notice. The foregoing addresses may be changed by notice to the other party as herein provided. Notice given by a party's attorney shall constitute notice by such party.

11.11 Escrow Instructions. The parties agree to execute such instructions to Escrow Holder and such other instruments and do such other and further acts as may be reasonably necessary to carry out any of the provisions of this Agreement.

11.12 Construction. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "sections" are the Sections of this Agreement, unless otherwise specifically provided.

11.13 Laws, Ordinances and Regulations. Buyer shall take title to the Property subject to all laws, ordinances, rules, regulations and codes of all City, county, state and federal authorities relating thereto.

11.14 Authority. Buyer and Seller represent that the person executing this Agreement on their behalf is fully authorized to do so and to bind the respective party to the terms herein.

11.15 Time References. Time is of the essence. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable. If the date ("**Performance Date**") on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Saturday, Sunday or federal holiday, such Performance Date shall be automatically extended to the next business day. As used in this Agreement, "business day" means any calendar day that is not a Saturday, Sunday or federal holiday. The time for

performance on any Performance Date shall be no later than 5:00 p.m., unless otherwise provided in this Agreement.

11.16 Incorporation of Exhibits. Exhibit A, attached hereto, is incorporated herein by this reference.

11.17 Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The parties agree that this Agreement may be deemed executed by the delivery of signatures of the parties by electronic transmission.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Agreement as of the Effective Date set forth above.

[Signatures on following page]

SELLER:

CITY OF ALAMEDA,
a charter city and municipal corporation

By: _____

Elizabeth D. Warmerdam
Acting City Manager

BUYER:

1703 GRAND LLC,
a California limited liability company

By: _____

Name: Zi Shan Lao
Its: Manager

Date: 05/07/2018

Approved as to Form

By: _____

Janet C. Kern
City Attorney

EXHIBIT A

Due Diligence Documents

1. Preliminary Title Report
2. Homes Culley Structural Calculations Report (10/23/03)
3. Floor Plan
4. Historic Resources Inventory
5. Natural Hazard Disclosure Statement (Combined Report Package)
6. Property Disclosure Summary