

Marcus & Millichap

PURCHASE AGREEMENT

THIS DOCUMENT IS MORE THAN A RECEIPT FOR MONEY. IT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

Our Common Ground, Inc., a California corporation, shall be hereafter referred to as "Buyer".

Jonathan Howard Lamb shall be hereafter referred to as "Seller".

Buyer shall deliver to Escrow Holder as defined in Paragraph 3 or to Marcus & Millichap Real Estate Investment Services ("Agent"), as agent for Seller Buyer Seller and Buyer the sum of Fifteen Thousand dollars (\$15,000) in the form of Check or Wire Transfer. This sum is a deposit ("Deposit") to be applied to the purchase price of that certain real property (referred to as the "Property") located in the City of Belmont, County of San Mateo, State of California, and more particularly described as follows:

All the land and improvements for the building located at:

750 El Camino Real
Belmont, CA
APN: 044-222-160

TERMS AND CONDITIONS

Seller agrees to sell the Property, and Buyer agrees to purchase the Property, on the following terms and conditions:

- PURCHASE PRICE:** The purchase price for the Property is One Million Six Hundred Fifty Thousand dollars (\$1,650,000). Buyer's Deposit, pending Seller's execution of this Purchase Agreement (the "Agreement"), shall be delivered directly to the Escrow Company indicated in Paragraph 3 of this Agreement, by check or wire, upon mutual execution of this Agreement. Agent shall deliver and deposit same in escrow as provided in Paragraph 3 below. The balance of the purchase price shall be payable all cash to Seller at close of escrow pursuant to the terms stated below.
- DOWN PAYMENT:** Buyer shall make an initial Deposit of \$15,000.00 in escrow at opening of escrow as described above, and an Additional Deposit in escrow of \$25,000.00 as described in the Addendum attached hereto. Buyer shall have a Financing Contingency as described in the Addendum attached hereto, and Buyer shall deposit in cash in escrow before closing such amount as is necessary to close escrow hereunder, in excess of the new first loan that Buyer may approve and elect to obtain under its Financing Contingency, and in excess of the initial Deposit and Additional Deposit.
- ESCROW:** Within Two (2) calendar days after the Effective Date (as defined in a separate paragraph below) Buyer shall open escrow with Chicago Title Company -Corrinne Fimbrez- San Jose Branch (the "Escrow Holder") by the simultaneous deposit of a copy of this Agreement and Buyer's Deposit with the Escrow Holder.

Seller and Buyer agree to prepare and execute such escrow instructions as may be necessary and appropriate to close the transaction. Close of escrow (or the "Closing Date", which shall mean the date on which the deed transferring title is recorded) shall occur on or before the Closing Date set forth in the Addendum attached hereto and incorporated herein by this reference. Escrow fee and title insurance premiums shall be paid by Buyer. County transfer taxes shall be paid by Seller. City transfer taxes, if any, shall be paid by Split per City custom. All other closing costs shall be paid as follows per county custom.

- PRORATIONS:** Real property taxes, premiums on insurance acceptable to Buyer, interest on any debt being assumed or taken subject to by Buyer, and any other expenses of the Property shall be prorated as of the Closing Date. Security deposits, advance rentals, and the amount of any future lease credits shall be credited to Buyer. The amount of any bond or assessment which is a lien and not customarily paid with real property taxes shall be (select one "X") paid current by seller as of the Closing Date. Delinquent or unpaid rents shall be prorated and paid current through the Closing Date. To the extent Property revenues and expenses are not properly prorated and paid as of the Closing Date, the parties shall meet and confer and reconcile directly such matters within 60 days after the Closing Date, and neither Agent nor escrow shall be responsible for same.

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LEASED PROPERTY PRORATIONS: All Property rents (paid or delinquent) shall be prorated and paid current as of the Closing Date

5) **TITLE:** Within Two (2) calendar days after the Effective Date of this Agreement, Seller shall use reasonable efforts to procure and cause to be delivered to Buyer a preliminary title report with copies of all exceptions issued by Chicago Title (the "Title Company") on the Property. If Buyer has not approved Property title and all exceptions thereto by delivering timely Notice of Approval to Buyer at or before the end of the Feasibility Period as provided in Section 3 of the Addendum hereto, this Agreement shall terminate. SEE ADDENDUM ATTACHED HERETO.

Seller shall convey by grant deed to Buyer (or to such other person or entity as Buyer may specify) marketable fee title subject only to the exceptions approved by Buyer in accordance with this Agreement. Title shall be insured by a standard California Land Title Association owner's policy of title insurance issued by the Title Company in the amount of the purchase price with premium paid by Buyer.

6) **FINANCING CONTINGENCIES: NONE**

7) **INTENTIONALLY DELETED.**

8) **INSPECTION CONTINGENCIES: SEE ADDENDUM ATTACHED HERETO.**

9) **DEPOSIT INCREASE:** Upon removal or satisfaction of the Buyer contingencies set forth in paragraph(s) 5 and 8 hereof, Buyer shall deposit in Escrow sufficient funds to increase the Deposit to Forty Thousand dollars (\$40,000). The entire Deposit shall be credited to the purchase price at the close of escrow unless otherwise provided herein.

10) **DEPOSIT TRANSFER:** Buyer's Deposit shall remain in escrow, until removal of all Buyer contingencies as described in the Addendum attached hereto. Escrow shall hold Buyer's Deposit and Additional Deposit subject to the remaining terms and conditions of this Agreement. Buyer acknowledges and agrees that, in the event Buyer defaults on this Agreement after removal of all Buyer contingencies, Buyer's Deposit and Additional Deposit is non-refundable and is forfeited to Seller as liquidated damages (unless failure to close was due to default by Seller). If the Property is made unmarketable by Seller or Seller defaults on this Agreement, the Deposit must immediately be returned to Buyer and the deed shall be returned to Seller.

11) **INTENTIONALLY DELETED.**

12) **INDEPENDENT CONSIDERATION:** Notwithstanding anything to the contrary in this Agreement, Buyer and Seller agree that One Hundred Dollars (\$100.00) of the Deposit will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's entering into this Agreement and providing Buyer the right to purchase the Property hereunder ("Independent Consideration"). If this Agreement is properly terminated by the Buyer, the Deposit less the non-refundable portion will be promptly returned to Buyer and the parties will have no further rights or obligations under this Agreement except for any that expressly survive the termination of this Agreement.

13) **SERVICE AND TENANT CONTRACTS/OTHER MATERIAL CHANGES:** After Buyer has removed all contingencies, Seller shall not, without the prior written consent of Buyer which cannot be unreasonably withheld, enter into any new service or tenant contracts that cannot be terminated at or before the Closing Date. Seller shall not make any material changes to the Property, do any act, or enter into any agreements of any kind that materially changes the value of the Property or the rights of the Buyer as they relate to the Property.

14) **PERSONAL PROPERTY: SEE ADDENDUM ATTACHED HERETO.**

15) **CONDITION OF PROPERTY: SEE ADDENDUM ATTACHED HERETO.**

16) **RISK OF LOSS:** Risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date of this Agreement and the date title is conveyed to Buyer, Buyer shall have the option of demanding and receiving back the entire Deposit and being released from all obligations hereunder, or alternatively, taking such improvements as Seller can deliver. Upon Buyer's physical inspection and approval of the Property, Seller shall maintain the Property through close of escrow in the same condition and repair as approved, reasonable wear and tear excepted.

17) **POSSESSION:** Possession of the Property shall be delivered to Buyer on Closing Date.

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18) **LIQUIDATED DAMAGES:** By placing their initials immediately below, Buyer and Seller agree that it would be impracticable or extremely difficult to fix actual damages in the event of a default by Buyer, that the amount of Buyer's Deposit AND Buyer's Additional Deposit (as provided under the Addendum attached hereto) hereunder (as same may be increased by the terms hereof) is the parties' reasonable estimate of Seller's damages in the event of Buyer's default, and that upon Buyer's default in its purchase obligations under this Agreement, not caused by any breach by Seller, Seller shall be released from its obligations to sell the Property and shall retain Buyer's Deposit AND Buyer's Additional Deposit (as same may be increased by the terms hereof) as liquidated damages, which shall be Seller's sole and exclusive remedy in law or at equity for Buyer's default.

BUYER'S INITIALS AK SELLER'S INITIALS JL

19) **SELLER EXCHANGE:** Buyer agrees to cooperate should Seller elect to sell the Property as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Seller's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

20) **BUYER EXCHANGE:** Seller agrees to cooperate should Buyer elect to purchase the Property as part of a like-kind exchange under IRC Section 1031. Buyer's contemplated exchange shall not impose upon Seller any additional liability or financial obligation, and Buyer agrees to hold Seller harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon Buyer's ability to dispose of its exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

21) **DISCLOSURE OF REAL ESTATE LICENSURE:** N/A

22) **AUTHORIZATION:**

23) **AGENCY DISCLOSURE:**

23a. **EXCLUSIVE LISTING**

23.1) **EXCLUSIVE LISTING:** Marcus & Millichap Real Estate Investment Services is the exclusive listing broker of the property that is the subject of this transaction. Under California law, Marcus & Millichap represents solely the Seller as the Seller's agent. Marcus & Millichap also has procured the Buyer in this transaction. Marcus & Millichap is not the agent of the Buyer; however, Marcus & Millichap does have the following affirmative legal obligations to the Buyer:

- a. Diligent exercise of reasonable skill and care in the performance of its duties.
- b. A duty of honest and fair dealing and good faith.
- c. A duty to disclose all facts known to it materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Buyer.

24) **OTHER BROKERS:** Buyer and Seller agree that, in the event any broker other than Agent or a broker affiliated with Agent is involved in the disposition of the Property, Agent shall have no liability to Buyer or Seller for the acts or omissions of such other broker, who shall not be deemed to be a subagent of Agent.

26) **SCOPE OF AGENT'S AUTHORITY AND RESPONSIBILITY:** Agent shall have no authority to bind either Buyer or Seller to any modification or amendment of this Agreement. Agent shall not be responsible for performing any due diligence or other investigation of the Property on behalf of either Buyer or Seller, or for providing either party with professional advice with respect to any legal, tax, engineering, construction or hazardous materials issues. Except for maintaining the confidentiality of any information regarding Buyer or Seller's financial condition and any future negotiations regarding the terms of this Purchase Agreement or as otherwise required by law, Buyer and Seller agree that their relationship with Agent is at arm's length and is neither confidential nor fiduciary in nature.

27) **BROKER DISCLAIMER:** Buyer and Seller acknowledge that, except as otherwise expressly stated herein, Agent has not made any investigation, determination, warranty or representation with respect to any of the following: (a) the financial condition or business prospects of any tenant, or such tenant's intent to continue or renew its tenancy in the Property; (b) the legality of the present or any possible future use of the Property under any federal, state or local law; (c) pending or possible future action by any governmental entity or agency which may affect the Property; (d) the physical condition of the Property, including but not limited to, soil conditions, the structural integrity of the improvements, and the presence or absence of fungi, mold or wood-destroying organisms; (e) the accuracy or completeness of income and expense information and projections, of square footage figures, and of the texts of leases, options, and other agreements affecting the Property; (f) the possibility that lease, options or other documents exist which affect or encumber the Property and which have not been provided or disclosed by Seller; or (g) the presence or location of any hazardous materials on or about the Property, including, but not limited to, asbestos, PCB's, or toxic, hazardous or contaminated substances, lead-based paint and underground storage tanks.

Buyer agrees that investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore. Buyer further agrees to reaffirm its acknowledgment of this disclaimer at close of escrow and to confirm that it has relied upon no representations of Agent in connection with its acquisition of the Property.

BUYER'S INITIALS OK SELLER'S INITIALS JL

28) **LEAD-BASED PAINT HAZARDS:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. (**SELLER TO INITIAL ONE BELOW**):

- 1. Seller warrants that the Property was constructed after 1978. SELLER'S INITIALS _____
- 2. Seller is not sure when the Property was constructed and/or has reason to believe that lead-based paint hazards may be present. SELLER'S INITIALS JL

29) **MOLD/ALLERGEN ADVISORY AND DISCLOSURE:** Buyer is advised of the possible presence within properties of toxic (or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or allergens (e.g. dust, pet dander, insect material, etc.). These substances may be either visible or invisible, may adhere to walls and other accessible and inaccessible surfaces, may be embedded in carpets or other fabrics, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possible health consequences. Agent strongly recommends that Buyer contact the State Department of Health Services for further information on this topic.

Buyer is advised to consider engaging the services of an environmental or industrial hygienist (or similar, qualified professional) to inspect and test for the presence of harmful mold, fungi, and botanical allergens and substances as part of Buyer's physical condition inspection of the Property, and Buyer is further advised to obtain from such qualified professionals information regarding the level of health-related risk involved, if any, and the advisability and feasibility of eradication and abatement, if any.

Buyer is expressly cautioned that Agent has no expertise in this area and is, therefore, incapable of conducting any level of inspection of the Property for the possible presence of mold and botanical allergens. Buyer acknowledges that Agent has not made any investigation, determination, warranty or representation with respect to the possible presence of mold or other botanical allergens, and Buyer agrees that the investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore.

30) **INTENTIONALLY DELETED.**

Buyer is advised that Agent has no expertise in this area and is, therefore, incapable of conducting any level of inspection of the Property for the possible non-standard and/or unsafe water heater bracing, anchoring, or strapping to resist movement due to earthquakes. Buyer understands that Agent has not made any investigation, determination, warranty or representation with respect to the possible unfit water heater bracing, anchoring, or strapping or other standards, and Buyer agrees that the investigation and analysis of the foregoing matters is Buyer's sole responsibility and that Buyer shall not hold Agent responsible therefore.

31) **MANDATORY TITLE 24 LIGHTING REQUIREMENTS:** California's new Building Energy Efficiency Standards (Title 24, part 6), which took effect on July 1, 2014, established higher standards for improving energy efficiency in both residential and non-residential California real estate. Buyer acknowledges and agrees that it is aware of and familiar with the standards, as well as the potential cost of retrofitting and compliance, and has considered and incorporated such cost in its decision to enter into this Agreement. For more information, see <http://www.energy.ca.gov/title24/2013standards/>

MM PSA-750 El Camino Real v3a abg 4 of 10 BUYER'S INITIALS OK SELLER'S INITIALS JL

32) **ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL:** All disputes arising between the Parties with respect to the subject matter of this Purchase Agreement or the transaction contemplated herein (including but not limited to the parties' rights to the Deposit or the payment of commissions as provided herein) shall be settled exclusively by final, binding arbitration. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The arbitration will proceed in the county where the Property is located and be conducted by ADR Services, Inc. ("ADR"), or such other administrator as the parties shall mutually agree upon, in accordance with ADR's arbitration rules (the "Rules"). Any party who fails or refuses to submit to arbitration following a demand by the other party shall bear all costs and expenses, including attorneys' fees, incurred by such other party in compelling arbitration.

The arbitration will be decided by a single arbitrator selected according to the Rules. The arbitrator will decide any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication and may grant any remedy or relief that a court could order or grant on similar motions. The arbitrator shall apply the provisions of this Representation Agreement without varying therefrom, and shall not have the power to add to, modify, or change any of the provisions hereof.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

BUYER'S INITIALS OK SELLER'S INITIALS JL
BUYER'S AGENT INITIALS _____ SELLER'S AGENT INITIALS KK TZ MW

33) **ATTORNEYS' FEES:** In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, including Agent, the prevailing party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such party may be entitled.

34) **MMCC FINANCING EVALUATION:** Intentionally Ommitted

35) **SUCCESSORS & ASSIGNS:** This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto. Buyer may not assign this Agreement or any interest herein, without Seller's prior written consent in Seller's sole and absolute discretion.

36) **TIME:** Time is of the essence of this Agreement.

37) **NOTICES:** All notices required or permitted hereunder shall be given to the parties in writing (with a copy to Agent) at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to the next business day.

38) **FOREIGN INVESTOR DISCLOSURE:** Seller and Buyer agree to execute and deliver any instrument, affidavit or statement, and to perform any act reasonably necessary to carry out the provisions of this Foreign Investment in Real Property Tax Act and regulations promulgated thereunder. Seller represents that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code and withholding of any portion of the purchase price is not required under Sections 18662 or 18668 of the California Revenue and Taxation Code.

39) **ADDENDA:** Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. This Agreement, including addenda, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either express or implied, except as set forth herein. Any future modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

MM PSA-750 El Camino Real v3a abg 5 of 10 BUYER'S INITIALS OK SELLER'S INITIALS JL
CA - Copyright Marcus & Millichap

- 40) **ACCEPTANCE AND EFFECTIVE DATE:** Buyer's signature hereon constitutes an offer to Seller to purchase the Property on the terms and conditions set forth herein. Unless acceptance hereof is made by Seller's execution of this Agreement and delivery of a fully executed copy to Buyer, either in person or at the address shown below, or by facsimile or e-mail with a legitimate confirmation of receipt, on or before November 4th 2020, this offer shall be null and void, the Deposit shall be returned to Buyer, and neither Seller nor Buyer shall have any further rights or obligations hereunder. Delivery shall be effective upon personal delivery to Buyer or Buyer's agent or, if by mail, on the next business day following the date of postmark. The "Effective Date" of this Agreement shall be the later of (a) the date on which Seller executes this Agreement, or (b) the date of or written acceptance (by either Buyer or Seller) of the final counter-offer submitted by the other party. Buyer and Seller both acknowledge and agree that a facsimile copy of this Agreement with a party's signature is as legally valid and binding as the original Agreement with an original signature. If Buyer is not an individual but a legal entity, Buyer's representative represents that he/she is authorized on behalf of the legal entity to sign this Agreement.
- 41) **OTHER BUYERS:** Buyer understands that Agent represents other buyers who may have an interest in similar, or the same property that Buyer is considering purchasing. Buyer understands, consents and agrees that Agent, at all times before, during and after his representation of Buyer, may also represent other prospective buyers in the purchase of any property offered for sale. Buyer understands, consents and agrees that, regardless of the particular agency relationship between Buyer and Agent, Agent's representation of other buyers does not constitute a breach of any duty to Buyer.
- 42) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 43) **OTHER TERMS AND CONDITIONS:**

SEE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR ADDITIONAL MATERIAL TERMS AND CONDITIONS OF THIS AGREEMENT.

THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM THE RESPECTIVE PARTY'S ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL. THE PARTIES AGREE THAT THIS AGREEMENT CAN BE SIGNED IN COUNTERPART WITH THE SAME LEGAL FORCE AND EFFECT AS IF NOT SIGNED IN COUNTERPART.

The undersigned Buyer hereby offers and agrees to purchase the above-described Property for the price and upon the terms and conditions herein stated.

This offer is made by Buyer to Seller on this October 29th 2020. The undersigned Buyer hereby acknowledges receipt of an executed copy of this Agreement, including the Agency Disclosure contained in Paragraph 23, above.

All individuals signing below on behalf of a legal entity hereby represent that they are authorized by, and on behalf of, said entity to enter into this Agreement.

DocuSigned by:
 BUYER'S SIGNATURE *Orville L Roache* ADDRESS: On File with Agent
983E03C18CF14CA...
 DATE: 10/30/2020 | 09:09:55 PDT TELEPHONE: _____

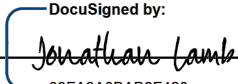
DS
OR

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SELLER'S ACCEPTANCE

The undersigned Seller accepts the foregoing offer and agrees to sell the Property to Buyer for the price and on the terms and conditions stated herein. Seller acknowledges receipt of an executed copy of this Agreement and authorizes Agent to deliver an executed copy to Buyer.

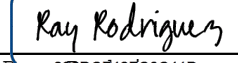
SUBJECT TO ATTACHED COUNTER-OFFER

SELLER'S SIGNATURE:  ADDRESS: On File with Agent
DocuSigned by: Jonathan Lamb 09FA3A0BAB8F420...

DATE: 10/30/2020 | 11:21:14 PDT TELEPHONE: _____


Agent accepts and agrees to the foregoing. Agent represents and warrants that Agent is unaware of any incorrect or incomplete information contained in any Natural Hazard Disclosures.

AGENT: **MARCUS & MILLICHAP REAL ESTATE INVESTMENT SERVICES, INC.**

AGENT'S SIGNATURE:  ADDRESS: 2626 Hanover Street
DocuSigned by: Ray Rodriguez 2320C642FC644E2... Palo Alto CA 9304

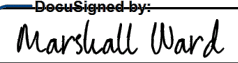
AGENT LICENSE NO. 01999734

DATE: 10/30/2020 | 09:13:43 PDT TELEPHONE: (650) 391-1781

AGENT'S SIGNATURE:  ADDRESS: 2626 Hanover Street
DocuSigned by: Anthony Zizzo 83811EADD11A43E... Palo Alto CA 9304

AGENT LICENSE NO. 01962093

DATE: 10/30/2020 | 09:12:28 PDT TELEPHONE: (650) 391-1758

AGENT'S SIGNATURE:  ADDRESS: 2626 Hanover Street
DocuSigned by: Marshall Ward 7E012B700ED4E... Palo Alto CA 9304

AGENT LICENSE NO. 01919391

DATE: 10/30/2020 | 10:24:05 PDT TELEPHONE: (415) 625-2133

PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BROKER IS NOT QUALIFIED TO PROVIDE, AND HAS NOT BEEN CONTRACTED TO PROVIDE, LEGAL, FINANCIAL OR TAX ADVICE, AND THAT ANY SUCH ADVICE MUST BE OBTAINED FROM PARTIES' ATTORNEY, ACCOUNTANT OR TAX PROFESSIONAL





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

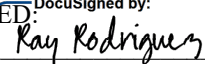
- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections. In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

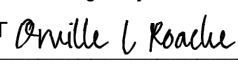
The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

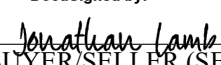
Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

SIGNED: DocuSigned by:
 10/30/2020 | 09:13:43 PDT
 AGENT'S SIGNATURE (date)

DocuSigned by:
 10/30/2020 | 09:09:55 PDT
 BUYER/SELLER (PRIMARY) (date)

ASSOCIATE LICENSEE/BROKER (date)

DocuSigned by:
 10/30/2020 | 11:21:14 PDT
 BUYER/SELLER (SECONDARY) (date)

NOTICE REGARDING WATER USE EFFICIENCY IMPROVEMENTS

As of January 1, 2019, California Law provides that:

- On or before January 1, 2019, all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property built and available for use on or before January 1, 1994 shall be replaced with water-conserving plumbing fixtures.
- On and after January 1, 2019, a seller or transferor of multifamily residential real property or of commercial real property built and available for use on or before January 1, 1994 shall disclose to the prospective purchaser or transferee, in writing
 - The requirements regarding the replacement of noncompliant plumbing fixtures with water-conserving plumbing fixtures; and
 - Whether the property includes any noncompliant plumbing fixtures.

(Civil Code Sections 1101.2, 1101.5 (a) and (e)).

These requirements do not apply to the following:

- Registered historical sites;
- Real property for which a licensed plumber certifies that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible; or
- A building for which water service is permanently disconnected.

(Civil Code Section 1101.7).

For purposes of these requirements, the following definitions apply:

- “Commercial real property” means any real property that is improved with, or consisting of, a building that is intended for commercial use, including hotels and motels, that is not a single-family residential real property or a multifamily residential real property.
- “Multifamily residential real property” means any real property that is improved with, or consisting of, a building containing more than one unit that is intended for human habitation, or any mixed residential-commercial buildings or portions thereof that are intended for human habitation. Multifamily residential real property includes residential hotels but does not include hotels and motels that are not residential hotels.
- “Noncompliant plumbing fixture” means any of the following:
 - Any toilet manufactured to use more than 1.6 gallons of water per flush.
 - Any urinal manufactured to use more than one gallon of water per flush.
 - Any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute.
 - Any interior faucet that emits more than 2.2 gallons of water per minute.
- “Single-family residential real property” means any real property that is improved with, or consisting of, a building containing not more than one unit that is intended for human habitation.
- “Water-conserving plumbing fixture” means any fixture that is in compliance with current building standards applicable to a newly constructed real property of the same type.
- “Sale or transfer” means the sale or transfer of an entire real property estate or the fee interest in that real property estate and does not include the sale or transfer of a partial interest, including a leasehold.

(Civil Code Section 1101.3).

The undersigned are advised to review the requirements of Civil Code Sections 1101.1 – 1101.9. Seller is advised to: (1) disclose in writing any non-compliant plumbing fixtures; and (2) seek advice from the appropriate plumbing and legal professionals regarding the requirements identified in this Notice. Buyer is advised to: (1) seek advice from the appropriate plumbing and legal professionals regarding the requirements identified in this Notice; and (2) ensure Buyer has received and is satisfied with Seller’s disclosures prior to removal of any contingencies. The undersigned acknowledge they have received and reviewed this Water Use Efficiency Improvements Notice.

DocuSigned by:
 Seller: Jonathan Lamb
09FA3A0BAB8F420...
 Name: Jonathan Lamb
 Date: 10/30/2020 | 11:21:14 PDT

DocuSigned by:
 Buyer: Orville L Roache
983E03C18CF14CA...
 Name: Orville L Roache
 Date: 10/30/2020 | 09:09:55 PDT

PROPERTY ADDRESS: 750 El Camino Real

DS
OR

DS
JL

Addendum No. 1

To Marcus & Millichap Purchase Agreement

This Addendum No. 1 (“**Addendum**”) is incorporated into that certain Marcus & Millichap Purchase Agreement dated 10/30/2020 | 09:09:55 PDT, 2020 to which this Addendum is attached (“**PSA**”) wherein Our Common Ground, Inc., a California corporation, is named buyer (“**Buyer**”) and Jonathan H. Lamb, is named seller (“**Seller**”), concerning that certain real property commonly known as 750 El Camino Real, Belmont, California (APN 044-222-160), together with all improvements thereon and appurtenances thereto (collectively, the “**Property**”). Buyer is the long term and sole tenant of the Property under an existing lease (“**Lease**”) and is very familiar with the Property. Upon Closing (if any) under the PSA, Tenant’s Lease of the Property shall automatically thereupon terminate and expire.

1. **Addendum Prevails.** In the event of express conflict between the terms and conditions of the PSA and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail and control. Except as expressly modified hereby, each and all of the terms and conditions of the PSA shall remain in full force and effect. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning(s) ascribed to same under the PSA.

2. **Seller Delivery of Property Material Information, Disclosures.** Within five (5) business days after due execution of the PSA and this Addendum, Seller shall deliver to Buyer all material information and documents to the extent already in Seller’s actual possession or control concerning the Property, and Seller shall continue to promptly provide to Buyer until close of escrow (if any) under the PSA and this Addendum (“**Closing**”) with any new or additional material information and documents which come into Seller’s actual possession or control concerning the Property. In addition to the deliveries described in this Section 2 above, Seller shall request Escrow to deliver to Seller within five (5) business days after opening of Escrow a Natural Hazards Disclosure Statement concerning the Property, and shall deliver to Buyer any and all other disclosures to the extent required by applicable law. Except as expressly set forth in this Section 2, all other Seller disclosure requirements and provisions set forth in the PSA are hereby deleted in their entirety.

3. **Buyer Property Approval/Feasibility Contingency.** Buyer shall have until 4:00 p.m. on the date which is ten (10) days after the date of full execution and delivery of the PSA and this Addendum (“**Feasibility Period**”) to review all information provided by Seller to Buyer concerning the Property and to investigate all aspects of the Property (including without limitation all matters concerning Property title, rent control and other legal matters, physical and environmental condition) and to determine if Buyer desires to proceed to purchase the Property under the PSA and this Addendum, in Buyer’s sole discretion. If Buyer does not deliver to Seller at or before expiration of the Feasibility Period a written notice of approval (“**Notice of Approval**”) of the Property and removal of all Buyer contingencies to Closing (other than delivery at Closing by Seller to Buyer of good title to the Property and title insurance for the Property as provided in this Addendum), and deposit in Escrow an additional Deposit of \$25,000.00 (“**Additional Deposit**”) within one (1) business day after delivery by Buyer to Seller of such Notice of Approval (together with a separately initialed

liquidated damages clause for such Additional Deposit, sufficient to render the Additional Deposit subject to PSA Section 18), then the PSA and this Addendum shall automatically thereupon terminate, the initial Deposit paid by Buyer under the PSA shall be promptly returned to Buyer (less the Independent Consideration provided under PSA Section 12) and Buyer and Seller shall have no further rights or obligations under the PSA and/or this Addendum (other than Buyer's indemnification obligations provided in the last sentence of this Section). Seller shall fully and reasonably cooperate with Buyer's due diligence investigation of the Property during the Feasibility Period, including without limitation by providing Buyer and its representatives access to the Property from time to time on reasonable advance notice to Seller for purposes of inspecting and testing and evaluating the Property as Buyer deems appropriate in Buyer's discretion. Buyer shall indemnify, defend and hold harmless Seller against any claims, losses, liabilities, obligations, damages, costs and expenses (including without limitation attorneys fees) incurred or suffered by Seller as a result of the entry(ies) onto the Property by Buyer or Buyer's agents or designees prior to the Closing, and shall deliver to Seller (prior to Buyer's entry(ies) onto the Property) evidence of liability insurance acceptable to Seller insuring Seller against (and naming Seller as additional insured, if required by Seller) any losses and damages caused by the entry(ies) onto the Property by Buyer or Buyer's agents or designees prior to Closing.

4. **Other Buyer Conditions to Closing.** From and after Buyer timely delivers (if at all) its Notice of Approval prior to expiration of the Feasibility Period pursuant to Section 3 and the Additional Deposit (and separately initialed liquidated damages provision regarding such Additional Deposit) as provided in said Section 3, the only conditions precedent for Buyer's benefit to Closing under the PSA shall be delivery and recordation by Seller at Closing of a grant deed to the Property in favor of Buyer, and due execution and delivery of the Assignment as provided in Section 6 below), and Buyer's receipt at Closing of a CLTA standard coverage owner's title insurance policy issued by Chicago Title Insurance Company insuring title to the Property as vested in Buyer in a liability amount equal to the Property purchase price, subject to all liens, encumbrances, and exceptions of record as of execution and delivery of the PSA and this Addendum (other than any and all monetary liens against the Property, all of which Seller shall pay and cause to be removed at Closing, except for property taxes and assessment liens, if any, which shall be prorated and paid current by Seller at Closing).
5. **Closing Date.** The Closing shall occur (if at all) on or before December 15th, 2020.
6. **Seller Deliveries at Closing.** In addition to delivery of a grant deed conveying the Property to Buyer at Closing, Seller agrees to deliver to Buyer at Closing a Bill of Sale, Assignment and Assumption Agreement in the form attached hereto as **Exhibit A** (of which Buyer shall also execute and deliver a duplicate original to Seller at Closing, herein the "**Assignment**").
7. **No Assignment.** Buyer may not assign all or any portion of its right, title or interest in this Agreement, without the prior written consent to such assignment by Seller (in Seller's sole and absolute discretion).
8. **AS IS SALE.** IF BUYER PROCEEDS TO PURCHASE THE PROPERTY AND CLOSE ESCROW UNDER THE PSA AND THIS ADDENDUM, BUYER WILL BE

CONCLUSIVELY DEEMED TO HAVE PURCHASED AND ACCEPTED THE PROPERTY “AS IS” “WHERE IS” AND “WITH ALL FAULTS”, WITH ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES BY SELLER OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, VERBAL OR WRITTEN, CONCERNING OR WITH RESPECT TO THE PROPERTY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE(S), INCLUDING WITHOUT LIMITATION, ITS PHYSICAL, SEISMIC OR STRUCTURAL CONDITION, ITS SOILS OR GEOTECHNICAL CONDITION, ITS ENVIRONMENTAL CONDITION (INCLUDING WITHOUT LIMITATION THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN ANY IMPROVEMENTS THEREON OR IN THE SOIL OR GROUNDWATER THEREUNDER OR THEREABOUT), THE USE OR DEVELOPMENT (OR POTENTIAL DEVELOPMENT) THEREOF, THE REQUIREMENTS OF ANY OR ALL FEDERAL, STATE, COUNTY OR LOCAL LAWS, REGULATIONS, ADMINISTRATIVE OR REGULATORY RULINGS (INCLUDING WITHOUT LIMITATION ANY AND ALL RELATING TO BUILDING, PERMITS, ZONING AND/OR LAND USE), TITLE TO THE PROPERTY OR ANY LIENS, ENCUMBRANCES, TITLE EXCEPTIONS, LEASE(S) OR CONTRACTS CONCERNING THE PROPERTY, ANY OTHER LEGAL MATTERS RELATING TO THE PROPERTY, THE ACCURACY OF ANY DUE DILIGENCE DOCUMENTATION DELIVERED TO BUYER, OR ANY OTHER MATTERS WHATSOEVER. BUYER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT EXCEPT FOR THE REPRESENTATIONS OF SELLER UNDER THIS ADDENDUM (IF ANY), BUYER IS RELYING SOLELY UPON BUYER’S OWN INDEPENDENT INVESTIGATION(S) AND ANALYSES OF THE PROPERTY IN CONNECTION WITH ITS EXECUTION AND DELIVERY OF THE PSA AND/OR BUYER’S PERFORMANCE THEREUNDER AND/OR ACQUISITION OF THE PROPERTY. BUYER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT AS OF THE CLOSING IT HAS BEEN GIVEN THE OPPORTUNITY TO THOROUGHLY INSPECT THE PROPERTY AND ALL FACTORS RELEVANT TO ITS USE, INCLUDING WITHOUT LIMITATION THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY, THE INTERIOR AND EXTERIOR OF ALL IMPROVEMENTS THEREON AND ALL STRUCTURAL, NONSTRUCTURAL AND GEOTECHNICAL AND SEISMIC ASPECTS THEREOF, THE CONDITION OF SOILS AND GROUNDWATER, ALL UTILITIES, OPERATING SYSTEMS AND ALL PHYSICAL AND FUNCTIONAL ASPECTS OF THE PROPERTY; ALL MATTERS RELATING TO TITLE TO THE PROPERTY; TOGETHER WITH ALL FEDERAL, STATE, COUNTY, MUNICIPAL AND OTHER LEGAL REQUIREMENTS CONCERNING THE PROPERTY SUCH AS TAXES, ASSESSMENTS, ZONING, DEVELOPMENT, ENVIRONMENTAL REGULATION AND/OR CONDITION, USE PERMITS AND BUILDING CODES. BUYER FURTHER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS SUBSTANTIAL EXPERIENCE WITH REAL PROPERTY AND IN ACQUIRING THE SAME “AS IS” AND IN RELIANCE SOLELY ON ITS OWN INVESTIGATIONS AND ANALYSES.

9. **General Release; Assumption of Property Liabilities at Closing.** As a material consideration for Seller entering into this Agreement, effective at the Closing (if any), except for the representations of Seller set forth in this Agreement and the Excluded Matters, Buyer, for itself and each of its shareholders, officers, directors, agents, employees, independent contractors, lenders, insurers, subsidiaries, affiliates, successors and assigns (jointly and

severally herein, “**Releasor**”), hereby does release, acquit and forever discharge Seller and its employees, agents, independent contractors, attorneys, lenders, insurers, predecessors (including without limitation any predecessor trust owners of the Property or any interest therein, and the trustors, trustees and beneficiaries and successors or any such trust(s), and any of their spouses), and any of their respective successors and assigns (collectively “**Released Parties**”) from any and all past, present and future rights, claims, expenses, debts, demands, offsets, costs, contracts, defenses, judgments, liabilities, obligations, damages, actions, and causes of action of every kind or nature, whether in law or in equity, sounding in contract or tort or any other legal theory, known or unknown, latent or patent, whether or not discovered or discoverable, absolute or contingent, liquidated or unliquidated, now or hereafter arising or accruing, whether existing, arising, accruing or discovered before, at or after the Closing, which Releasor had, has, or may contend to have from the beginning of time which in any way relate to, arise out of or are connected with the Property, the Lease, any prior business dealings between Buyer and Seller, the physical, seismic, structural or environmental condition of the Property (including without limitation the soil and/or groundwater thereunder or thereabout, and any and all Hazardous Materials (as hereinafter defined) which may be located on, under or about the Property, or which may have migrated from or to the Property, any and all Property title matters, title exceptions, lease(s) and/or contracts, any and all documents or agreements now or previously incident to or connected with any of the foregoing, and/or any acts or omissions to act by the Released Parties in connection with any of the foregoing (all of the foregoing being herein referred to as “**Released Claims**”). Moreover, Releasor hereby assumes all Seller’s liability (if any) as regards (and sole and full responsibility for) any and all Released Claims, and Releasor hereby agrees to indemnify, defend (with legal counsel selected by Seller), and hold harmless the Released Parties from and against any and all claims by third parties regarding or in any way now or hereafter connected with any of the Released Claims and/or the subject matter thereof (whether based on matters existing before, at and/or after Closing). Releasor hereby warrants and represents that as of Closing they are the sole owner(s) of the Released Claims, and that they have not assigned or transferred, voluntarily or involuntarily, or by operation of law, any Released Claims to any person or entity, and that they have the sole right and exclusive authority to execute this Release. Releasor acknowledges that they have consulted with legal counsel with respect to and are familiar with the provisions of California Civil Code Section 1542 which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.”

Releasor knowingly waives and relinquishes any right, defense or benefit which it or either of them may have under said law or under any similar provision of statutory or nonstatutory law of any jurisdiction which would in any way limit or diminish the full and general release of all known and unknown claims given under this Section. It is Releasor’s intention effective at the Closing (if any), to hereby fully, finally and forever settle and release all of its claims, disputes and differences, known or unknown, suspected or unsuspected, which may then or hereafter exist or accrue against any and all of the Released Parties as regards the Released Claims.

Without limiting the generality of the foregoing, the “Released Claims” shall include without limitation any and all rights, claims and/or remedies which Buyer may now or hereafter have against Seller, whether known or unknown, arising out of or in any way related to the past, present or future physical condition and/or environmental condition of the Property, including but not limited to, any past, present or future presence or existence of any hazardous or toxic substances or materials which are regulated under any federal, state or local environmental, health or other laws, regulations or rules (herein, “**Hazardous Materials**”).

- 10. **Integration, Attorneys Fees, Electronic Signatures, Counterparts.** The PSA (together with this Addendum) sets forth the sole, entire and integrated agreement between Buyer and Seller concerning the purchase and sale of Property. In the event of any dispute(s) under the PSA or this Addendum, the prevailing party in any such dispute(s) (whether by settlement, judgment, arbitration award, dismissal(s) of claims, or otherwise, and whether or not any lawsuit(s) is filed or pursued thereon) shall be entitled to collect from the other party all of the prevailing party’s attorneys’ fees and costs incurred in connection with such dispute(s), in addition to all other rights and remedies at law or in equity. Electronically transmitted signatures and/or initials (including without limitation .pdf scans of signatures and/or initials transmitted via email) from either or both parties on any or all contract documents and/or notices thereunder shall be valid and binding as original signatures. The PSA and this

Addendum may be executed in counterpart originals, all of which taken together shall constitute one and the same agreement.

Dated: 10/30/2020 | 09:09:55 PDT, 2020

“Seller”

DocuSigned by:
Jonathan Lamb
Jonathan H. Lamb

“Buyer”

Our Common Ground, Inc., a California corporation

DocuSigned by:
By *Anville L. Roache*
983E03C18CF14CA...
Its Executive Director

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Property Rights and Personal Property)

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into effective 10/30/2020 09:09:55 PDT, 2020 by and between Jonathan Howard Lamb (“**Assignor**”), and Our Common Ground, Inc., a California corporation (“**Assignee**”), and is made with respect to the following facts and circumstances:

A. Concurrent with delivery hereof, Assignor is conveying to Assignee that certain real property commonly known as 750 El Camino Real, Belmont, California (the “**Property**”), together with all rights of Assignor in and to any and all permits, licenses, entitlements, development rights and other rights, and all personal property and fixtures located at the Property and used in connection with the ownership or operation thereof, all only to the extent owned by Assignor, assignable by Assignor and pertaining to the ownership and/or operation of the Property, to the extent hereinafter described.

B. Assignor desires to assign to Assignor all rights and property described in Recital A above to Assignee, and Assignee desires to accept the assignment thereof, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth herein, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys and transfers to Assignee all of Assignor’s right, title, benefit and interest in, to and under the following, all in “**AS IS**,” “**WHERE IS**,” “**IF IS**” condition:

- a. Any and all permits, licenses, entitlements, development rights, and other rights (to the extent owned by Assignor and assignable) pertaining to ownership or operation of the Property (collectively, “**Property Rights**”); and
- b. Any and all personal property and fixtures (to the extent owned by Assignor) located at the Property and used in connection with the ownership or operation thereof (collectively, the “**Personalty**”).

Assignor makes absolutely no representations or warranties of any kind or nature as regards the Property, the Property Rights and/or the Personalty, or any matter relating to same, and the same are conveyed by Assignor to Assignee “**AS IS, WHERE IS, AND WITH ALL FAULTS.**”

2. **Acceptance of Assignment and Assumption of Liability by Assignee.** Assignee hereby accepts the assignment of all Property Rights and Personalty as described in Section 1 above, and

Assignee hereby assumes and agrees to keep, perform and fulfill all of Assignor's obligations, covenants and liabilities under or regarding the Property Rights and/or as regards the Personalty (whether existing, arising, accruing or discovered before, at or after the date of delivery hereof). Assignee agrees to indemnify, defend and hold harmless Assignor against any and all claims, actions, causes of action, costs, liabilities, obligations and expenses (including attorneys' fees) in any manner or way arising under the as regards the Property Rights and/or the Personalty, related thereto or connected therewith, whether existing, arising, accruing or discovered before, at or after the date of delivery hereof. From and after the delivery hereof, Assignor shall have no further liability under or with respect to the Property Rights and/or as regards the Personalty and is hereby released from any and all liability under the Property Rights and/or as regards the Personalty, whether accruing before, on or after the date of delivery hereof.

3. **Integrated Agreement.** This Assignment sets forth the sole, entire and integrated agreement between Assignor and Assignee as regards assignment of the Property Rights and/or the Personalty from Assignor to Assignee.

WHEREFORE, the parties have executed and delivered this Assignment as of the day and year first above written.

“ASSIGNOR”

DocuSigned by:
Jonathan Lamb
09FA3A05AB8F420
Jonathan Howard Lamb

“ASSIGNEE”

Our Common Ground, Inc., a
California corporation
DocuSigned by:
Anville L Roache
983E03C18CF14CA...
Executive Director
Its _____

Notice of Approval
(750 El Camino Real, Belmont, CA Assessor Parcel No. 044-222-160)

The undersigned Our Common Ground, Inc., a California corporation, as “**Buyer**” under that certain Marcus & Millichap Purchase Agreement dated as of October 30, 2020, together with that certain Addendum No. 1 thereto also dated as of October 30, 2020, and that certain First Amendment thereto dated as of November 6, 2020, and that certain Second Amendment thereto dated as of November 13, 2020 (collectively, “**PSA**”), concerning that certain real property commonly known as 750 El Camino Real, Belmont, California, Assessor Parcel No. 044-222-160 (“**Property**”), hereby delivers to Jonathan H. Lamb, as “**Seller**”, this Buyer’s “Notice of Approval” (as defined in the PSA regarding the Property).

Dated: November 13, 2020

Our Common Ground, Inc., a
California corporation

By: Orville L. Roache
983E03C18CF14CA...

Its Executive Director

ACKNOWLEDGED AND AGREED:

County of San Mateo,
a political subdivision of the State of California

By: Paul Kelly

Its: County Manager
and duly authorized signatory

Addendum No. 1

To Marcus & Millichap Purchase Agreement

This Addendum No. 1 (“**Addendum**”) is incorporated into that certain Marcus & Millichap Purchase Agreement dated 10/30/2020 | 09:09:55 PDT, 2020 to which this Addendum is attached (“**PSA**”) wherein Our Common Ground, Inc., a California corporation, is named buyer (“**Buyer**”) and Jonathan H. Lamb, is named seller (“**Seller**”), concerning that certain real property commonly known as 750 El Camino Real, Belmont, California (APN 044-222-160), together with all improvements thereon and appurtenances thereto (collectively, the “**Property**”). Buyer is the long term and sole tenant of the Property under an existing lease (“**Lease**”) and is very familiar with the Property. Upon Closing (if any) under the PSA, Tenant’s Lease of the Property shall automatically thereupon terminate and expire.

1. **Addendum Prevails.** In the event of express conflict between the terms and conditions of the PSA and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall prevail and control. Except as expressly modified hereby, each and all of the terms and conditions of the PSA shall remain in full force and effect. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning(s) ascribed to same under the PSA.

2. **Seller Delivery of Property Material Information, Disclosures.** Within five (5) business days after due execution of the PSA and this Addendum, Seller shall deliver to Buyer all material information and documents to the extent already in Seller’s actual possession or control concerning the Property, and Seller shall continue to promptly provide to Buyer until close of escrow (if any) under the PSA and this Addendum (“**Closing**”) with any new or additional material information and documents which come into Seller’s actual possession or control concerning the Property. In addition to the deliveries described in this Section 2 above, Seller shall request Escrow to deliver to Seller within five (5) business days after opening of Escrow a Natural Hazards Disclosure Statement concerning the Property, and shall deliver to Buyer any and all other disclosures to the extent required by applicable law. Except as expressly set forth in this Section 2, all other Seller disclosure requirements and provisions set forth in the PSA are hereby deleted in their entirety.

3. **Buyer Property Approval/Feasibility Contingency.** Buyer shall have until 4:00 p.m. on the date which is ten (10) days after the date of full execution and delivery of the PSA and this Addendum (“**Feasibility Period**”) to review all information provided by Seller to Buyer concerning the Property and to investigate all aspects of the Property (including without limitation all matters concerning Property title, rent control and other legal matters, physical and environmental condition) and to determine if Buyer desires to proceed to purchase the Property under the PSA and this Addendum, in Buyer’s sole discretion. If Buyer does not deliver to Seller at or before expiration of the Feasibility Period a written notice of approval (“**Notice of Approval**”) of the Property and removal of all Buyer contingencies to Closing (other than delivery at Closing by Seller to Buyer of good title to the Property and title insurance for the Property as provided in this Addendum), and deposit in Escrow an additional Deposit of \$25,000.00 (“**Additional Deposit**”) within one (1) business day after delivery by Buyer to Seller of such Notice of Approval (together with a separately initialed

liquidated damages clause for such Additional Deposit, sufficient to render the Additional Deposit subject to PSA Section 18), then the PSA and this Addendum shall automatically thereupon terminate, the initial Deposit paid by Buyer under the PSA shall be promptly returned to Buyer (less the Independent Consideration provided under PSA Section 12) and Buyer and Seller shall have no further rights or obligations under the PSA and/or this Addendum (other than Buyer's indemnification obligations provided in the last sentence of this Section). Seller shall fully and reasonably cooperate with Buyer's due diligence investigation of the Property during the Feasibility Period, including without limitation by providing Buyer and its representatives access to the Property from time to time on reasonable advance notice to Seller for purposes of inspecting and testing and evaluating the Property as Buyer deems appropriate in Buyer's discretion. Buyer shall indemnify, defend and hold harmless Seller against any claims, losses, liabilities, obligations, damages, costs and expenses (including without limitation attorneys fees) incurred or suffered by Seller as a result of the entry(ies) onto the Property by Buyer or Buyer's agents or designees prior to the Closing, and shall deliver to Seller (prior to Buyer's entry(ies) onto the Property) evidence of liability insurance acceptable to Seller insuring Seller against (and naming Seller as additional insured, if required by Seller) any losses and damages caused by the entry(ies) onto the Property by Buyer or Buyer's agents or designees prior to Closing.

4. **Other Buyer Conditions to Closing.** From and after Buyer timely delivers (if at all) its Notice of Approval prior to expiration of the Feasibility Period pursuant to Section 3 and the Additional Deposit (and separately initialed liquidated damages provision regarding such Additional Deposit) as provided in said Section 3, the only conditions precedent for Buyer's benefit to Closing under the PSA shall be delivery and recordation by Seller at Closing of a grant deed to the Property in favor of Buyer, and due execution and delivery of the Assignment as provided in Section 6 below), and Buyer's receipt at Closing of a CLTA standard coverage owner's title insurance policy issued by Chicago Title Insurance Company insuring title to the Property as vested in Buyer in a liability amount equal to the Property purchase price, subject to all liens, encumbrances, and exceptions of record as of execution and delivery of the PSA and this Addendum (other than any and all monetary liens against the Property, all of which Seller shall pay and cause to be removed at Closing, except for property taxes and assessment liens, if any, which shall be prorated and paid current by Seller at Closing).
5. **Closing Date.** The Closing shall occur (if at all) on or before December 15th, 2020.
6. **Seller Deliveries at Closing.** In addition to delivery of a grant deed conveying the Property to Buyer at Closing, Seller agrees to deliver to Buyer at Closing a Bill of Sale, Assignment and Assumption Agreement in the form attached hereto as **Exhibit A** (of which Buyer shall also execute and deliver a duplicate original to Seller at Closing, herein the "**Assignment**").
7. **No Assignment.** Buyer may not assign all or any portion of its right, title or interest in this Agreement, without the prior written consent to such assignment by Seller (in Seller's sole and absolute discretion).
8. **AS IS SALE.** IF BUYER PROCEEDS TO PURCHASE THE PROPERTY AND CLOSE ESCROW UNDER THE PSA AND THIS ADDENDUM, BUYER WILL BE

CONCLUSIVELY DEEMED TO HAVE PURCHASED AND ACCEPTED THE PROPERTY “AS IS” “WHERE IS” AND “WITH ALL FAULTS”, WITH ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES BY SELLER OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, VERBAL OR WRITTEN, CONCERNING OR WITH RESPECT TO THE PROPERTY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE(S), INCLUDING WITHOUT LIMITATION, ITS PHYSICAL, SEISMIC OR STRUCTURAL CONDITION, ITS SOILS OR GEOTECHNICAL CONDITION, ITS ENVIRONMENTAL CONDITION (INCLUDING WITHOUT LIMITATION THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN ANY IMPROVEMENTS THEREON OR IN THE SOIL OR GROUNDWATER THEREUNDER OR THEREABOUT), THE USE OR DEVELOPMENT (OR POTENTIAL DEVELOPMENT) THEREOF, THE REQUIREMENTS OF ANY OR ALL FEDERAL, STATE, COUNTY OR LOCAL LAWS, REGULATIONS, ADMINISTRATIVE OR REGULATORY RULINGS (INCLUDING WITHOUT LIMITATION ANY AND ALL RELATING TO BUILDING, PERMITS, ZONING AND/OR LAND USE), TITLE TO THE PROPERTY OR ANY LIENS, ENCUMBRANCES, TITLE EXCEPTIONS, LEASE(S) OR CONTRACTS CONCERNING THE PROPERTY, ANY OTHER LEGAL MATTERS RELATING TO THE PROPERTY, THE ACCURACY OF ANY DUE DILIGENCE DOCUMENTATION DELIVERED TO BUYER, OR ANY OTHER MATTERS WHATSOEVER. BUYER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT EXCEPT FOR THE REPRESENTATIONS OF SELLER UNDER THIS ADDENDUM (IF ANY), BUYER IS RELYING SOLELY UPON BUYER’S OWN INDEPENDENT INVESTIGATION(S) AND ANALYSES OF THE PROPERTY IN CONNECTION WITH ITS EXECUTION AND DELIVERY OF THE PSA AND/OR BUYER’S PERFORMANCE THEREUNDER AND/OR ACQUISITION OF THE PROPERTY. BUYER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT AS OF THE CLOSING IT HAS BEEN GIVEN THE OPPORTUNITY TO THOROUGHLY INSPECT THE PROPERTY AND ALL FACTORS RELEVANT TO ITS USE, INCLUDING WITHOUT LIMITATION THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY, THE INTERIOR AND EXTERIOR OF ALL IMPROVEMENTS THEREON AND ALL STRUCTURAL, NONSTRUCTURAL AND GEOTECHNICAL AND SEISMIC ASPECTS THEREOF, THE CONDITION OF SOILS AND GROUNDWATER, ALL UTILITIES, OPERATING SYSTEMS AND ALL PHYSICAL AND FUNCTIONAL ASPECTS OF THE PROPERTY; ALL MATTERS RELATING TO TITLE TO THE PROPERTY; TOGETHER WITH ALL FEDERAL, STATE, COUNTY, MUNICIPAL AND OTHER LEGAL REQUIREMENTS CONCERNING THE PROPERTY SUCH AS TAXES, ASSESSMENTS, ZONING, DEVELOPMENT, ENVIRONMENTAL REGULATION AND/OR CONDITION, USE PERMITS AND BUILDING CODES. BUYER FURTHER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS SUBSTANTIAL EXPERIENCE WITH REAL PROPERTY AND IN ACQUIRING THE SAME “AS IS” AND IN RELIANCE SOLELY ON ITS OWN INVESTIGATIONS AND ANALYSES.

9. **General Release; Assumption of Property Liabilities at Closing.** As a material consideration for Seller entering into this Agreement, effective at the Closing (if any), except for the representations of Seller set forth in this Agreement and the Excluded Matters, Buyer, for itself and each of its shareholders, officers, directors, agents, employees, independent contractors, lenders, insurers, subsidiaries, affiliates, successors and assigns (jointly and

severally herein, “**Releasor**”), hereby does release, acquit and forever discharge Seller and its employees, agents, independent contractors, attorneys, lenders, insurers, predecessors (including without limitation any predecessor trust owners of the Property or any interest therein, and the trustors, trustees and beneficiaries and successors or any such trust(s), and any of their spouses), and any of their respective successors and assigns (collectively “**Released Parties**”) from any and all past, present and future rights, claims, expenses, debts, demands, offsets, costs, contracts, defenses, judgments, liabilities, obligations, damages, actions, and causes of action of every kind or nature, whether in law or in equity, sounding in contract or tort or any other legal theory, known or unknown, latent or patent, whether or not discovered or discoverable, absolute or contingent, liquidated or unliquidated, now or hereafter arising or accruing, whether existing, arising, accruing or discovered before, at or after the Closing, which Releasor had, has, or may contend to have from the beginning of time which in any way relate to, arise out of or are connected with the Property, the Lease, any prior business dealings between Buyer and Seller, the physical, seismic, structural or environmental condition of the Property (including without limitation the soil and/or groundwater thereunder or thereabout, and any and all Hazardous Materials (as hereinafter defined) which may be located on, under or about the Property, or which may have migrated from or to the Property, any and all Property title matters, title exceptions, lease(s) and/or contracts, any and all documents or agreements now or previously incident to or connected with any of the foregoing, and/or any acts or omissions to act by the Released Parties in connection with any of the foregoing (all of the foregoing being herein referred to as “**Released Claims**”). Moreover, Releasor hereby assumes all Seller’s liability (if any) as regards (and sole and full responsibility for) any and all Released Claims, and Releasor hereby agrees to indemnify, defend (with legal counsel selected by Seller), and hold harmless the Released Parties from and against any and all claims by third parties regarding or in any way now or hereafter connected with any of the Released Claims and/or the subject matter thereof (whether based on matters existing before, at and/or after Closing). Releasor hereby warrants and represents that as of Closing they are the sole owner(s) of the Released Claims, and that they have not assigned or transferred, voluntarily or involuntarily, or by operation of law, any Released Claims to any person or entity, and that they have the sole right and exclusive authority to execute this Release. Releasor acknowledges that they have consulted with legal counsel with respect to and are familiar with the provisions of California Civil Code Section 1542 which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.”

Releasor knowingly waives and relinquishes any right, defense or benefit which it or either of them may have under said law or under any similar provision of statutory or nonstatutory law of any jurisdiction which would in any way limit or diminish the full and general release of all known and unknown claims given under this Section. It is Releasor’s intention effective at the Closing (if any), to hereby fully, finally and forever settle and release all of its claims, disputes and differences, known or unknown, suspected or unsuspected, which may then or hereafter exist or accrue against any and all of the Released Parties as regards the Released Claims.

Without limiting the generality of the foregoing, the “Released Claims” shall include without limitation any and all rights, claims and/or remedies which Buyer may now or hereafter have against Seller, whether known or unknown, arising out of or in any way related to the past, present or future physical condition and/or environmental condition of the Property, including but not limited to, any past, present or future presence or existence of any hazardous or toxic substances or materials which are regulated under any federal, state or local environmental, health or other laws, regulations or rules (herein, “**Hazardous Materials**”).

- 10. **Integration, Attorneys Fees, Electronic Signatures, Counterparts.** The PSA (together with this Addendum) sets forth the sole, entire and integrated agreement between Buyer and Seller concerning the purchase and sale of Property. In the event of any dispute(s) under the PSA or this Addendum, the prevailing party in any such dispute(s) (whether by settlement, judgment, arbitration award, dismissal(s) of claims, or otherwise, and whether or not any lawsuit(s) is filed or pursued thereon) shall be entitled to collect from the other party all of the prevailing party’s attorneys’ fees and costs incurred in connection with such dispute(s), in addition to all other rights and remedies at law or in equity. Electronically transmitted signatures and/or initials (including without limitation .pdf scans of signatures and/or initials transmitted via email) from either or both parties on any or all contract documents and/or notices thereunder shall be valid and binding as original signatures. The PSA and this

Addendum may be executed in counterpart originals, all of which taken together shall constitute one and the same agreement.

Dated: 10/30/2020 | 09:09:55 PDT, 2020

“Seller”

DocuSigned by:
Jonathan Lamb
Jonathan H. Lamb

“Buyer”

Our Common Ground, Inc., a California corporation

DocuSigned by:
By *Anville L. Roache*
983E03C18CF14CA...
Its Executive Director

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Property Rights and Personal Property)

This Assignment and Assumption Agreement (the “**Assignment**”) is entered into effective 10/30/2020 09:09:55 PDT, 2020 by and between Jonathan Howard Lamb (“**Assignor**”), and Our Common Ground, Inc., a California corporation (“**Assignee**”), and is made with respect to the following facts and circumstances:

A. Concurrent with delivery hereof, Assignor is conveying to Assignee that certain real property commonly known as 750 El Camino Real, Belmont, California (the “**Property**”), together with all rights of Assignor in and to any and all permits, licenses, entitlements, development rights and other rights, and all personal property and fixtures located at the Property and used in connection with the ownership or operation thereof, all only to the extent owned by Assignor, assignable by Assignor and pertaining to the ownership and/or operation of the Property, to the extent hereinafter described.

B. Assignor desires to assign to Assignor all rights and property described in Recital A above to Assignee, and Assignee desires to accept the assignment thereof, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, covenants and conditions set forth herein, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys and transfers to Assignee all of Assignor’s right, title, benefit and interest in, to and under the following, all in “**AS IS**,” “**WHERE IS**,” “**IF IS**” condition:

- a. Any and all permits, licenses, entitlements, development rights, and other rights (to the extent owned by Assignor and assignable) pertaining to ownership or operation of the Property (collectively, “**Property Rights**”); and
- b. Any and all personal property and fixtures (to the extent owned by Assignor) located at the Property and used in connection with the ownership or operation thereof (collectively, the “**Personalty**”).

Assignor makes absolutely no representations or warranties of any kind or nature as regards the Property, the Property Rights and/or the Personalty, or any matter relating to same, and the same are conveyed by Assignor to Assignee “**AS IS, WHERE IS, AND WITH ALL FAULTS.**”

2. **Acceptance of Assignment and Assumption of Liability by Assignee.** Assignee hereby accepts the assignment of all Property Rights and Personalty as described in Section 1 above, and

Assignee hereby assumes and agrees to keep, perform and fulfill all of Assignor's obligations, covenants and liabilities under or regarding the Property Rights and/or as regards the Personalty (whether existing, arising, accruing or discovered before, at or after the date of delivery hereof). Assignee agrees to indemnify, defend and hold harmless Assignor against any and all claims, actions, causes of action, costs, liabilities, obligations and expenses (including attorneys' fees) in any manner or way arising under the as regards the Property Rights and/or the Personalty, related thereto or connected therewith, whether existing, arising, accruing or discovered before, at or after the date of delivery hereof. From and after the delivery hereof, Assignor shall have no further liability under or with respect to the Property Rights and/or as regards the Personalty and is hereby released from any and all liability under the Property Rights and/or as regards the Personalty, whether accruing before, on or after the date of delivery hereof.

3. **Integrated Agreement.** This Assignment sets forth the sole, entire and integrated agreement between Assignor and Assignee as regards assignment of the Property Rights and/or the Personalty from Assignor to Assignee.

WHEREFORE, the parties have executed and delivered this Assignment as of the day and year first above written.

“ASSIGNOR”

DocuSigned by:
Jonathan Lamb
09FA3A05AB8F420
Jonathan Howard Lamb

“ASSIGNEE”

Our Common Ground, Inc., a
California corporation
DocuSigned by:
Anville L Roache
983E03C18CF14CA...
Executive Director
Its _____


**FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT
(750 El Camino Real, Belmont, CA Assessor Parcel No. 044-222-160)**

This First Amendment to Real Estate Purchase Agreement (“**Amendment**”) amends that certain Marcus & Millichap Purchase Agreement dated as of October 30, 2020, together with that certain Addendum No. 1 thereto also dated as of October 30, 2020 (collectively, “**PSA**”), between Jonathan H. Lamb, as “**Seller**”, and Our Common Ground, Inc., a California corporation, as “**Buyer**”, concerning that certain real property commonly known as 750 El Camino Real, Belmont, California, Assessor Parcel No. 044-222-160 (“**Property**”).

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to same under the PSA. Except as expressly modified hereby, each and all terms and provisions of the PSA shall remain in full force and effect. In the event of express conflict between the terms and provisions of the PSA and the terms and provisions hereof, the terms and provisions hereof shall control and prevail.
2. Seller and Buyer hereby agree to extend the Feasibility Period under PSA Addendum Section 3 until 4:00 p.m. on November 13, 2020, at or before which date and time Buyer shall continue to have the right to deliver (or not deliver) the Notice of Approval, all pursuant to PSA Addendum Section 3 (as amended hereby).
3. Buyer and Seller each acknowledge, agree and represent that the representing party has no actual knowledge of any breach or default by the other party under the PSA, as of execution and delivery of this Amendment.
4. The PSA and this Amendment set forth the sole, entire and integrated agreement between Seller and Buyer concerning the purchase and sale of the Property.

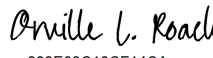
Dated: As of November 6, 2020

“Seller”

DocuSigned by:

 11/6/2020 | 20:04:05 PST
 09FA3A0BA88F420...
 Jonathan H. Lamb

“Buyer”

Our Common Ground, Inc., a
California corporation

DocuSigned by:

 11/6/2020 | 19:27:30 PST
 983E03C18CF14CA...
 By _____
 Its Executive Director

**SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT
(750 El Camino Real, Belmont, CA Assessor Parcel No. 044-222-160)**

This Second Amendment to Real Estate Purchase Agreement (“**Amendment**”) amends that certain Marcus & Millichap Purchase Agreement dated as of October 30, 2020, together with that certain Addendum No. 1 thereto also dated as of October 30, 2020, and that certain First Amendment thereto dated as of November 6, 2020 (collectively, “**PSA**”), between Jonathan H. Lamb, as “**Seller**”, and Our Common Ground, Inc., a California corporation, as “**Buyer**”, concerning that certain real property commonly known as 750 El Camino Real, Belmont, California, Assessor Parcel No. 044-222-160 (“**Property**”).

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to same under the PSA. Except as expressly modified hereby, each and all terms and provisions of the PSA shall remain in full force and effect. In the event of express conflict between the terms and provisions of the PSA and the terms and provisions hereof, the terms and provisions hereof shall control and prevail.
2. Seller and Buyer hereby acknowledge and agree that the Feasibility Period under PSA Addendum Section 3 is currently set to expire at 4:00 p.m. on November 13, 2020, at or before which date and time Buyer shall continue to have the right to deliver (or not deliver) the Notice of Approval, all pursuant to PSA Addendum Section 3.
3. Buyer and Seller each acknowledge, agree and represent that the representing party has no actual knowledge of any breach or default by the other party under the PSA, as of execution and delivery of this Amendment.
4. Seller hereby consents to the assignment of the Agreement from Buyer to County of San Mateo, a political subdivision of the State of California (“**County**”), as successor buyer under the PSA (as amended hereby), provided that each and all of the following conditions precedent are timely satisfied (and effective as of the date all of the following conditions precedent are timely satisfied):
 - a. Buyer shall have timely delivered to Seller the Notice of Approval, all pursuant to PSA Addendum Section 3, which Notice of Approval must also be signed as “Acknowledged and Agreed” by the County;
 - b. The County must have signed this Amendment in the space below provided (and signed and thus made the representations and warranties set forth above its signature block below).
 - c. On or before November 20, 2020 (at 4:00 p.m.), Buyer and County must have executed and delivered to Seller a written Assignment and Assumption Agreement in form and content reasonably acceptable to Seller, whereby the PSA (as amended hereby) is assigned by Buyer to County, County assumes each and all obligations of Buyer under the PSA (as amended hereby), and Buyer and County expressly agree to be and remain jointly, severally, directly

and primarily liable for all obligations owing to Seller under the PSA (as amended hereby), whether past, present and future, and Buyer and County agree among themselves as to reimbursement or payment by County to Buyer (if at all) of all Deposit(s) paid or payable by Buyer under the PSA (including without limitation payment of the Additional Deposit of \$25,000.00 required to be paid under PSA Addendum Section 3 within one (1) business day after delivery by Buyer to Seller of such Notice of Approval, together with a separately initialed liquidated damages clause for such Additional Deposit, sufficient to render the Additional Deposit subject to PSA Section 18).

- 5. The PSA and this Amendment set forth the sole, entire and integrated agreement between Seller and Buyer concerning the purchase and sale of the Property.

Dated: As of November __, 2020

“Seller”

DocuSigned by: 11/13/2020 | 18:21:02 PST
Jonathan Lamb
Jonathan H. Lamb

“Buyer”

Our Common Ground, Inc., a California corporation

DocuSigned by:
By Orville L. Roache
Its Executive Director

The undersigned “County” as defined above hereby acknowledges and consents to this Amendment, and represents and warrants that: (1) it has previously reviewed the PSA and agrees to be bound by each and all of its terms and conditions, if the PSA (as amended hereby) is assigned by Buyer to County, and (2) the County has previously obtained all governmental approvals required in order for it to accept assignment of the PSA (as amended hereby) and assume all obligations as successor buyer under the PSA (as amended hereby), as provided in the foregoing Amendment, and (3) the County signatory below is duly authorized to sign this Amendment on behalf of the County.

County of San Mateo,
a political subdivision of the State of California

By: [Signature]
Its: COUNTY MANAGER,
and duly authorized signatory

Notice of Approval
(750 El Camino Real, Belmont, CA Assessor Parcel No. 044-222-160)

The undersigned Our Common Ground, Inc., a California corporation, as “**Buyer**” under that certain Marcus & Millichap Purchase Agreement dated as of October 30, 2020, together with that certain Addendum No. 1 thereto also dated as of October 30, 2020, and that certain First Amendment thereto dated as of November 6, 2020, and that certain Second Amendment thereto dated as of November 13, 2020 (collectively, “**PSA**”), concerning that certain real property commonly known as 750 El Camino Real, Belmont, California, Assessor Parcel No. 044-222-160 (“**Property**”), hereby delivers to Jonathan H. Lamb, as “**Seller**”, this Buyer’s “Notice of Approval” (as defined in the PSA regarding the Property).

Dated: November 13, 2020

Our Common Ground, Inc., a
California corporation

By: Orville L. Roache
983E03C18CF14CA...

Its Executive Director

ACKNOWLEDGED AND AGREED:

County of San Mateo,
a political subdivision of the State of California

By: Paul Kelly

Its: County Manager
and duly authorized signatory