Location:	13666 East 14th Street, San Leandro, California 94578
Assessor's Parcel No:	77E-1525-5-4
County:	Alameda

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made this _____day of _____, 2013, ("Effective Date") by and between the San Leandro Unified School District, a California public school district located in the County of Alameda, California, ("District"), and Girls Incorporated of Alameda County, a California nonprofit corporation ("Seller"). District and Seller may be individually referred to herein as a "Party" or collectively referred to as "Parties".

RECITALS

1. Seller intends to sell to District, and District intends to purchase from Seller certain buildings, improvements and fixtures constructed or located on the real property and all easements and rights benefiting or appurtenant to the real property, which is comprised of **approximately .729 acres, located at 13666 East 14th Street, in the City of San Leandro, in the County of Alameda, California** (collectively "Property"), as more specifically described in Exhibit "A," attached and made a part hereto. District is acquiring the Property for purposes of operating a District-wide school-based health center, and related purposes thereto.

2. Seller is authorized to sell the Property to District by Seller's Real Estate Committee, Executive Committee and Board of Directors.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth the District and Seller agree as follows:

AGREEMENT

1 PROPERTY TO BE PURCHASED

1.1 Seller is the owner, in fee, of the Property. Seller agrees to sell and grant to District fee title to the Property described in Exhibit "A" and convey by a grant deed substantially in the form of Exhibit "B," attached hereto.

1.2 District agrees to pay **One Million Three Hundred Thousand Dollars ($1,300,000)** ("Purchase Price") for the Property, payable as follows:

1.2.1 District shall deposit **Fifty Thousand Dollars ($50,000)** earnest money ("Deposit") into the escrow opened pursuant to the section entitled "Establishment of Escrow" within thirty (30) days of the Effective Date of this Agreement. If the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited against the Purchase Price. If the Seller breaches this Agreement, the Deposit will be returned to the District within five (5) business days. If the sale is not consummated because of

District's default hereunder, the Deposit shall be paid to and retained by Seller as liquidated damages and Seller's sole remedy.

IN CONFORMANCE WITH CIVIL CODE SECTION 1677, THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE BECAUSE OF A DISTRICT DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN SUCH EVENT. BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: Seller _____ District _____

1.2.2 The remaining portion of the Purchase Price in the amount of **One Million Two Hundred Fifty Thousand Dollars ($1,250,000)**, shall be due and payable at the Close of Escrow, subject to the conditions set forth in this Agreement.

2 DEFINED TERMS

2.1 **Title Policy.** The term "Title Policy" shall mean the American Land Title Association ("ALTA") or California Land Title Association ("CLTA") owner's extended coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.

2.2 **Close of Escrow**. The term "Close of Escrow" shall mean the consummation of the purchase of the Property by District and Seller and the recordation of the grant deed for the Property, in accordance with the terms and provisions of this Agreement.

3 CONDITIONS OF PURCHASE

3.1 **Terms.** Terms and conditions of the Purchase:

3.1.1 **Obtain Required Approvals for Property.** District shall, at its sole expense, act diligently and in good faith to obtain all required approvals for use of the Property for District purposes, including, but not limited to, the following approvals (collectively, the "Educational Approvals"):

3.1.1.1 California Department of Education approval(s), if any, for use of the Property for health care purposes;

3.1.1.2 California Department of Toxics Substances Control approval(s), if any, for use of the Property for health care purposes; and

3.1.1.3 CEQA document(s)/requirements with respect to environmental impacts.

3.1.1.4 The Parties understand and agree that it shall be a condition to the Close of Escrow that Educational Approvals have been obtained, and that all applicable appeal periods have run without challenge, unless specifically waived in writing by District. In the event that the District is unable to attain all Educational Approvals, the District may terminate this Agreement without any further obligations hereunder, except as specifically provided herein.

3.1.1.5 Seller shall cooperate with District and shall take all reasonable steps to assist District in seeking the Educational Approvals.

3.1.1.6 If District notifies Seller on or prior to April 1, 2013, that District will be unable to obtain all Educational Approvals, the Deposit shall be returned to District.

3.1.2 CEQA Compliance. The District and Seller recognize that the activities contemplated by this Agreement are subject to environmental review under the California Environmental Quality Act (CEQA), and that the District, as a lead agency for the Property acquisition and its future use, must comply with the CEQA requirements as set forth in CEQA and in 14 California Code of Regulations sections 15000, et seq. ("CEQA Guidelines"). Notwithstanding the foregoing, pursuant to CEQA Guidelines Section 15004(b)(2)(A), the Parties acknowledge that (i) approval and execution of this Agreement by the Parties does not constitute the District authorizing, approving, or awarding a "project" as defined by CEQA, and (ii) this Agreement is binding on the Parties, subject to compliance with CEQA prior to the District's use of the Property as intended. Neither Party shall challenge or support any challenge to the other Party's use of the Property, or CEQA compliance document related thereto, now or in the future. If District notifies Seller on or prior to April 1, 2013, that District elects to terminate the Agreement as a result of District's inability to comply with CEQA with respect to District's intended use of the Property, the Deposit shall be returned to District.

3.1.3 Conveyance of Property. On the Close of Escrow, Seller shall convey to District title to the Property in fee simple by recordation of the grant deed for the Property ("Grant Deed"). It shall be a condition to District's obligation to close that Seller shall clear title of all title defects, liens, encumbrances, deeds of trust and mortgages, if any, except for non-delinquent real estate taxes for the current fiscal year not yet due and such exceptions to title as District shall approve as indicated herein, including the section "Issuance of a Preliminary Title Report Acceptable to District." Possession of the Property and the risk of loss with regard to the Property shall pass to District at the time of the recordation of the Grant Deed.

3.1.4 Issuance of Title Insurance

3.1.4.1 Evidence of title to the Property shall be the issuance at the Close of Escrow by **Chicago Title Company Attention: Laurie Balding Smith, at 1646 N. California Boulevard, Suite 106, Walnut Creek, California 94596** (the "Title Company") of a CLTA owner's coverage policy of title insurance (or an ALTA owner's coverage policy of title insurance, at District's option) insuring fee simple title

to the Property in the condition required by the section "Issuance of a Preliminary Title Report Acceptable to District" and containing such endorsements as District shall require. District shall not be obligated to provide any indemnification of the Title Company to induce it to issue the title policy to District, or to remove, insure over or affirmatively cover any otherwise unpermitted exception to title, except with the prior consent of District after full disclosure to District of the nature and substance of such exception and indemnity. Seller will provide the Title Company with a customary and reasonable owner's affidavit permitting the Title Company to provide extended coverage to District on the Property.

4 CONDITIONS TO CLOSE

4.1 Conditions to District's Obligation to Purchase Property. District's obligation to purchase the Property under this Agreement is subject to the fulfillment, and District's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of District and any or all of which may be waived by District in writing at its option:

4.1.1 Delivery of Title. Delivery of title to the Property in the condition required herein, and the issuance by the Title Company of, or the irrevocable commitment by the Title Company to issue, the District's Policy.

4.1.2 Issuance of a Preliminary Title Report Acceptable to District. Issuance of a current preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report. Within fourteen (14) days after District's receipt of the preliminary title report, District shall provide notice to Seller of any objections that District has with respect to the exceptions to title listed in the preliminary title report. Seller shall have twenty-one (21) days from the date of notice to cure any exceptions to which District objects, or agree to cause such exception removed or eliminated prior to or at the Closing, to the reasonable satisfaction of District, unless a longer period is mutually agreed by the Parties. If District's objection to any exception to title cannot be removed or eliminated to the reasonable satisfaction of District, the Deposit shall be returned to District, and the provisions of the section "Conditions to Benefit District with Respect to Purchase of Property" shall apply. District shall not be required to object to deeds of trust, mortgages, mechanics' liens, judgments or other monetary liens encumbering the Property ("Monetary Liens"), and Seller shall remove all Monetary Liens at or prior to the Close of Escrow. In the event of a failure by Seller to remove a Monetary Lien, the provisions of the section "Termination" shall apply. Notwithstanding anything to the foregoing to the contrary, neither (i) the Title Company's standard printed exceptions; (ii) matters affecting title created by or with the consent of District; nor (iii) liens to secure taxes and assessments not yet due and payable; shall give rise to any objection to title by District.

4.1.3 State and Local Regulatory Agencies' Approval. Acceptance and approval of District's purchase of the Property by any and all appropriate state and local regulatory agencies, including the Office of Public School Construction, the State Allocation Board, Division of

State Architect and/or the Department of Education, if applicable, including all Education Approvals.

4.1.4 Board of Trustees Acceptance of Purchase. Final acceptance and approval of this Agreement by the District's Board of Trustees.

4.1.5 Environmental Compliance. If the Property is not acceptable to District because of the results of any environmental assessment, the provisions of the section "Conditions to Benefit District with Respect to Purchase of Property" shall apply. District shall have no obligation to Seller under this Agreement to perform any work of remediation in connection with or resulting from information obtained through any assessments performed.

4.1.6 Satisfaction of Seller's Obligations with Respect to Conveyance of Property. Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller and all conditions to Seller's obligations set forth in the section "Conditions to District's Obligation to Purchase Property" shall have been satisfied or waived. All representations and warranties made by Seller to District in this Agreement shall be true and correct as of the Closing Date.

4.2 Limited Seller Warranties

4.2.1 "As-Is Sale". BASED UPON DISTRICT'S DUE DILIGENCE RELATING TO THE PROPERTY, AND IN DIRECT CONSIDERATION OF SELLER'S DECISION TO SELL THE PROPERTY TO DISTRICT FOR THE PURCHASE PRICE, DISTRICT SHALL PURCHASE THE PROPERTY IN AN "AS IS, WHERE IS AND WITH ALL FAULTS" CONDITION ON THE CLOSING DATE AND ASSUMES FULLY THE RISK THAT ADVERSE LATENT OR PATENT PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.3, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF TITLE OF THE PROPERTY, THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ZONING OR OTHER LAND USE PROVISIONS OR RESTRICTIONS AFFECTING THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR USE BY DISTRICT, ANY MATTERS WHICH WOULD BE DISCLOSED BY AN INSPECTION OF THE PROPERTY, OR ANY OTHER MATTERS AFFECTING OR CONCERNING THE PROPERTY (WHETHER OR NOT OF PUBLIC RECORD). DISTRICT SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THEREON. THE PROVISIONS OF THIS SECTION SHALL INDEFINITELY SURVIVE THE CLOSING HEREUNDER OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED.

4.2.2 Limited Warranties. District hereby affirms and acknowledges that neither Seller nor any of its officers, agents, employees, advisors and/or attorneys (collectively the "Seller Exculpated Parties") have made nor has District relied upon any representation, warranty or promise whether oral or written, express or implied, by operation of law or otherwise, with respect to the Property or any other subject matter of this Agreement

except as otherwise expressly set forth in this Agreement. Without limitation, District acknowledges that, except as specifically set forth to the contrary in this Agreement, no warranties or representations, expressed or implied, of any kind whatsoever have been made by any of the Seller Exculpated Parties, or will be relied upon, and District hereby releases the Seller Exculpated Parties from any claims with respect to the suitability of use of the Property for school purposes, general plan designation, zoning, value, use, tax status or physical condition of the Property, or any part thereof, or matters affecting or concerning the Property, including, without limitation, the flood elevations, drainage patterns, soil and subsoil composition and compaction level, and other conditions at the Property, or with respect to the existence or non-existence of hazardous substances (as defined in the section "Hazardous Substances") in, on, under or around the Property, or with respect to the accuracy of any title report or commitment, soils report or any other plans or reports relating to the Property or its use or development, or neighborhood or area uses or factors affecting or concerning use or development of the Property, or other matters otherwise in any way relating to the Property or the transactions contemplated hereby. District is acquiring the Property based solely on its own independent investigation and inspection of the Property and its suitability for its purposes, and in no way in reliance on any information provided by Seller or any of the other Seller Exculpated Parties other than the representations and warranties expressly contained herein.

4.3 Seller Representations and Warranties. Seller warrants and represents to District with respect to the Property, the following:

4.3.1 No Pending Litigation. It does not have actual knowledge of litigation pending pertaining to the Property.

4.3.2 Hazardous Substances. It does not have actual knowledge of:

4.3.2.1 Any Hazardous Substances, discharges, leaks, releases, or spills on, in or under the Property, except for the following: Seller has been advised, pursuant to the report(s) prepared by McCloskey Consultants on behalf of District, of the presence of arsenic in the landscaped area adjacent to the building.

4.3.2.2 Use or storage of Hazardous Substances on the Property, except the following: Seller may have used limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Materials on the Property, all in compliance with applicable laws.

4.3.2.3 Investigations, assessments, evaluations, sampling, testing, or monitoring of Hazardous Substances on the Property or adjacent parcels, except for the following: None.

4.3.3 Contracts Concerning the Property. It does not have actual knowledge of any contracts, licenses, commitments, or undertakings respecting the Property or the performance of services on the Property, or the use of the Property or any part of it by which the District would become obligated or liable to any person.

4.3.4 **Violations**. It has not received written notice of any violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property or any improvements on the Property.

4.3.5 **Status of Title**. It has not leased or otherwise transferred all or any portion of the Property, nor to its knowledge does any third party have any right to acquire or occupy all or any portion of the Property, including, without limitation any prior owner of such Property.

4.3.6 **Condemnation**. There are no pending, or, to its knowledge without any duty of investigation, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

4.3.7 **No Notices.** It has not received written notice of any change contemplated in any applicable laws, ordinances or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly the District's contemplated use of the Property to the extent such contemplated use is actually known to it.

4.3.8 **Future Uses.** It will not oppose, challenge, or submit or cause to be submitted any comments, evidence, or otherwise, against the District's contemplated future use or its CEQA documentation.

4.3.9 **Inaccuracies.** If any representation or warranty of the Seller in this section "Seller Representations and Warranties" becomes inaccurate after the Effective Date other than as a result of a prior misrepresentation by the Seller, or as a result of the affirmative act of the Seller, the Seller shall promptly notify the District of the inaccuracy. If any representation or warranty of the Seller becomes inaccurate for reasons other than due to a prior misrepresentation or affirmative act of the Seller, Seller shall not be in breach or default of this Agreement as a result of such inaccuracy, but shall take commercially reasonable efforts, diligently and in good faith, to correct such inaccuracy. If the inaccuracy cannot be corrected to the reasonable satisfaction of the District within thirty (30) days after the District learns of the inaccuracy, the District may terminate this Agreement and the District and Seller shall have no further obligation to each other, other than those which expressly survive termination of this Agreement.

4.4 **District's Representations and Warranties.** District hereby represents and warrants to Seller that as of the date of this Agreement and as of the Closing, this Agreement and all documents executed by District which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by District, and are or at the Closing will be legal, valid, and binding obligations of District, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which District is a party or to which it is subject.

4.5 Hazardous Substances

4.5.1 Seller warrants with respect to the Property, that it has no actual knowledge that there are hazardous substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes the other to liability to third parties. Seller represents to District that it has not used the Property, or any portion thereof, for the production, disposal, or storage of any hazardous substances, and it has no actual knowledge that there has been such prior use with respect to the Property, or any portion thereof; or that there has been any proceeding or inquiry by any governmental authority with respect to the presence of such hazardous substances on the Property or any portion thereof. Without limiting the other provisions of this Agreement, Seller agrees that it will cooperate with the District's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to, and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed.

4.5.2 For purposes of this Agreement, the term "hazardous substances" means:

4.5.2.1 Any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Hazardous Material Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect;

4.5.2.2 Any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional

tort, nuisance or strict liability or under any reported decisions of a state or federal court;

4.5.2.3 Petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and

4.5.2.4 Asbestos.

4.5.3 The representations, warranties and covenants contained in this section will survive the Close of Escrow.

4.6 Damage or Condemnation Prior to Closing. Seller shall promptly notify District of any knowledge it obtains of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, the District may, at its option, elect either to:

4.6.1 Terminate this Agreement, and neither District or Seller shall have any further rights or obligations hereunder; or

4.6.2 Continue the Agreement in effect, in which event upon the purchase of the Property affected by condemnation, the District shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

4.7 Conditions to Benefit District with Respect to Purchase of Property. The conditions contained in the section "CONDITIONS TO CLOSE" are intended solely for the benefit of District with respect to the Property. If Seller is unable to deliver title to the Property as required herein, or the conditions described in the section "Conditions to District's Obligation to Purchase Property" are not satisfied or if District does not give its approval as provided in that section, District shall have the right, at its sole election, either to proceed with the Purchase and the Close of Escrow in accordance with the terms hereof, or, in the alternative, to terminate this Agreement. In the event District elects to terminate this Agreement for the reasons provided herein, District shall bear its own costs, and neither Party shall have any further rights or obligations under this Agreement. Notwithstanding the foregoing, the Parties acknowledge that District has already conducted detailed inspections of the Property during the long process of negotiation, and if District decides to terminate this Agreement due to the failure of any condition set forth in Sections 4.1.1-4.1.6, then except as otherwise provided in Sections 3.1.1.6, 4.1.2 and 11.3, such termination shall be considered a default for the purposes of Section 1.2.1, thereby entitling Seller to retain the Deposit as liquidated damages hereunder.

4.8 Conditions to Seller's Obligation to Sell Property. Seller's obligation to sell the Property under this Agreement is subject to the fulfillment, and Seller's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of Seller and any or all of which may be waived by Seller in writing at its option: (i) Seller is able to vacate the Property and deliver possession to the Property to District on the Closing Date; (ii) there shall be no breach of District's representations and representations set forth herein; (iii) and District shall have delivered to Escrow Holder each of the following:

4.8.1 Cash or other immediately available funds in the amount of the Purchase Price (including the Deposit) and sufficient to pay all of District's other costs associated with the Close of Escrow as provided herein.

4.8.2 One (1) Preliminary Change of Ownership Report (the "PCOR"), for the Property.

4.8.3 A closing statement prepared by Escrow Holder and approved in writing by District.

4.8.4 Any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5 ESTABLISHMENT OF ESCROW

5.1 Time to Open Escrow. Seller has opened an escrow to consummate the purchase of the Property pursuant to this Agreement.

5.2 Escrow Holder. Promptly upon full execution of this Agreement, District shall deliver a fully executed counterpart of this Agreement to Chicago Title Company Attention: Laurie Balding Smith, at 1646 N. California Boulevard, Suite 106, Walnut Creek, California 94596 (the "Escrow Holder"). In addition, District and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

6 CLOSING

6.1 Selection of Closing Date. The Close of Escrow hereunder shall be held and delivery of all items to be delivered at the closing under the terms of this Agreement shall be performed at the offices of the Title Company on or before **July 31, 2013**, or such earlier or later date as the District and Seller may mutually agree upon in writing (the "Closing Date"). Any Party requiring the Closing Date be extended beyond July 31, 2013, shall provide the other Party at least two (2) weeks prior written notice of the need for an extended Closing Date.

6.1.1 In the event any of the conditions to Close of Escrow set forth in the section "Conditions to Close" have not been fulfilled by the Closing Date, the Close of Escrow may be extended for up to an additional sixty (60) days ("Extended Closing Date") by either the District or Seller. The Party requesting or requiring the extension shall credit the other Party the sum of Ten Thousand Dollars ($10,000) for each calendar month or portion thereof extended beyond the Closing Date.

6.2 Grant Deeds. At least three (3) days prior to Close of Escrow, the Seller shall deposit an executed Grant Deed into escrow.

6.3 Other Documents. As required, the Seller shall prepare or obtain the following documents:

6.3.1 Two (2) originals of a Natural Hazard Disclosure Statement, for the Property;

6.3.2 One (1) Seller's Affidavit of Non-foreign Status (the "FIRPTA Affidavit"), for the Property;

6.3.3 One (1) Real Estate Withholding Certificate (the "Form 593-C"), for the Property;

6.3.4 Such other documents as are reasonably necessary for issuance of the required Title Policy.

6.4 Encumbrances. Seller shall pay in full any liens, claims, or mortgages encumbering the Property, if applicable.

6.5 Costs and Expenses. Except as otherwise specified in this Agreement, Seller and District shall pay the costs and expenses incurred pursuant to this Agreement as follows:

6.5.1 Seller shall pay one hundred percent (100%) of the Alameda County Transfer Taxes, fifty percent (50%) of the San Leandro City Transfer Taxes, and the costs of a CLTA Title Policy;

6.5.2 District shall pay fifty percent (50%) of the San Leandro City Transfer Taxes, one hundred percent (100%) of the Escrow Holder's fees and other customary charges for document drafting, recording, and miscellaneous charges, and the additional cost of an ALTA Title Policy;

6.5.3 Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Seller or District under this Agreement shall be apportioned in the manner customary in Alameda County.

6.6 District's Fees and Costs. District shall be responsible for paying its own fees and costs associated with the Purchase, including:

6.6.1 Any endorsements to the Title Policy requested by District;

6.6.2 Its legal costs and consultants' fees associated with consummating the Purchase.

6.7 Seller's Fees and Costs. Seller shall be responsible for paying Seller's fees and costs associated with the Purchase, including, but not limited to:

6.7.1 Its legal costs, broker's fees and consultants' fees associated with consummating the Purchase.

6.8 Failure to Close. If, as a result of no fault of Seller or District, escrow fails to close, the District and Seller shall split equally the Escrow Holder's Cancellation fees and charges. In the event escrow fails to close through the fault of Seller, Seller shall pay any and all cancellation costs incurred as well other expenses in connection therewith and District shall bear no expense with respect to the same. In the event escrow fails to close through the fault of District, District shall pay any and all cancellation costs incurred as well as other costs and expenses in connection therewith and Seller shall bear no expense with respect to the same.

6.9 Delivery of Property. Seller shall maintain the Property until the Close of Escrow as it would in the ordinary course and shall perform all repairs and maintenance to be performed from the Effective Date to the Closing Date in order to maintain the Property in the condition in which it is as of the Effective Date, except for reasonable wear and tear. On Close of Escrow, Seller shall deliver the Property to District in substantially the same condition except for reasonable wear and tear, as on the Effective Date. From and after the end of the Inspection Period until the Close of Escrow, Seller shall provide written notice to District of all damage to the Property beyond normal wear and tear, and all repairs or maintenance to the Property not considered "routine" (collectively "Repairs"). Such notice shall detail the nature of the Repairs, the work necessary to repair the damage and the timeframe for completing the repair work.

7 REPRESENTATIONS AND WARRANTIES

7.1 District's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to District, District makes the following representations and warranties (the continued truth and accuracy of which shall constitute a condition precedent to District's obligations hereunder):

7.1.1 District Authority to Execute Agreement. District is a public school district duly formed under the laws of the State of California and this Agreement and the execution and delivery thereof by the persons designated below have been specifically authorized by District. District has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to acquire and accept the Property from Seller.

7.1.2 Authority of Executing Officer. Each individual executing this Agreement on behalf of District is duly authorized to execute and deliver this Agreement on behalf of District.

7.1.3 Validity of District's Representations and Warranties at Close of Escrow. The representations and warranties of District set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

7.2 Seller's Representations and Warranties. In consideration of District entering into this Agreement and as an inducement to District to purchase the Property from Seller, Seller makes the following representations and warranties, each of which is material and is being relied upon by District (the continued truth and accuracy of which shall constitute a condition precedent to District's obligations hereunder):

7.2.1 Seller Authority to Execute Agreement. Seller is a non-profit organization duly formed under the laws of the State of California, and this Agreement and the execution, delivery, and performance thereof by the persons designated below have been specifically authorized by Seller. Seller has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to convey the Property to District.

7.2.2 Authority of Executing Officer. Each individual executing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement on behalf of Seller.

7.2.3 Validity of Seller's Representations and Warranties at Close of Escrow. The representations and warranties of Seller set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.

8 MUTUAL INDEMNIFICATION. District and Seller shall indemnify the other Party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any breach of warranty or breach of covenant made, or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this section "Mutual Indemnification" shall survive the delivery of the Grant Deeds and transfer of title or, if title is not transferred pursuant to this Agreement, any termination of this Agreement.

9 TERMINATION. This Agreement may be terminated by either District or Seller without further liability in the event of a breach by the other of any term, condition, or covenant contained herein. If any Party desires to terminate this Agreement pursuant to this Section 9 or any other provision of this Agreement giving rise to a termination right, such termination shall only be effective if the terminating Party gives notice thereof to the other Party within five (5) days of the date the terminating Party becomes aware of the facts or events giving rise to such termination right.

10 SPECIFIC PERFORMANCE. Neither District nor Seller waives the right of specific performance to the extent permitted by law. District and Seller expressly recognize that specific performance shall be available to enforce performance of this Agreement.

11 RIGHT TO ENTER PROPERTY

11.1 From the Effective Date until April 1, 2013 (the "Inspection Period"), the District shall have the right, at its own expense and pursuant to the provisions of this section, to select a licensed contractor and/or other qualified professional(s), to conduct inspections, tests, surveys, or other studies, including, but not limited to, environmental studies or assessments (the "Inspections") of the Property, and to conduct other due diligence and feasibility investigations regarding the ownership, use and development of the Property, as deemed necessary. In addition, District and its representatives shall have the right of access to the Property throughout the Inspection Period, for the purpose, at its own sole expense, of obtaining data and making surveys, tests, inspections, and other studies deemed necessary, and in order to prepare any architectural and reconstruction plans necessary with regard to the Property as required by local and California state regulatory agencies.

11.2 Upon at least twenty-four (24) hours prior notice, District may enter on the Property for the purposes permitted herein, subject to the following:

11.2.1 All such inspections shall be conducted in a manner so as not to interfere with Seller's conduct of business on the Property;

11.2.2 Reasonable precautions shall be exercised to avoid damage and protect persons or property;

11.2.3 District agrees to indemnify and hold Seller harmless from any damage caused by its activities authorized in this section. District shall indemnify Seller for any damage or destruction to the roads or fences, or other property, occurring by reason of the exercise of rights granted, or to replace or restore Property to its preexisting condition;

11.2.4 All due diligence activities shall be in accordance with applicable laws.

11.3 Prior to the expiration of the Inspection Period, District shall have the right to deliver to Seller a disapproval notice stating that its inspection has disclosed a defect in the Property or revealed other matters which in District's sole and absolute discretion make acquiring the Property unacceptable, which notice (the "Disapproval Notice") shall describe the defect or matter (a "Defect") in reasonable particularity. If the Disapproval Notice asserts a Defect, the Seller may, at its election and at its sole cost and expense, take such action as may be necessary to correct such Defect within sixty (60) days after its receipt of the Disapproval Notice. In the event the Seller elects to correct the Defect, the Close of Escrow may be extended for a time period sufficient to cure the Defect. The election of the Seller to correct or not to correct any Defect shall be evidenced by its written notice to the District delivered within ten (10) days after the receipt of the Disapproval Notice. If Seller elects not to cure the Defect, then the District shall have the election of: (i) terminating this Agreement without liability on the part of the District; or (ii) accepting the Property and Seller shall still remain liable for its covenants, representations, and warranties as otherwise provided in this Agreement. This election shall be made within fifteen (15) days after receipt by District of Seller's written notice electing not to cure the Defect. District's failure to deliver a Disapproval Notice to Seller prior to the expiration of the Inspection Period shall constitute District's waiver of the above contingency and termination right.

11.4 District shall limit its activities on the Property to those due diligence investigations described herein.

12 UNAVOIDABLE DELAYS. Whenever performance is required of District or Seller under this Agreement, that Party agrees to use all reasonable diligence to perform in good faith; provided, however, if completion of performance is delayed at any time by reason of acts of God, war, civil commotion, riots, acts of terrorism, strikes, picketing, or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, governmental requirements, or causes beyond the reasonable control of a Party (other than financial inability), then the time for performance shall be extended by the time of the delay actually caused and the Close of Escrow shall be appropriately extended in order to accommodate such delay. The provisions of this Section do not operate to excuse the District or Seller from the timely payment of any monies required to be paid under this Agreement.

13 SELLER LEASEBACK FROM BUYER

13.1 After the Close of Escrow, District shall lease to Seller certain office space located on the Property. On or before Close of Escrow, District and Seller shall execute a lease agreement to be consistent with the following provisions:

13.1.1 For year one of the lease, the District shall lease the Seller five (5), in total, mutually agreed upon unmodified private counseling offices ("Offices") of approximately 100 square feet each, for Seller's continued use as a counseling center at the Property. The office spaces shall meet the certification requirements of the Alameda County Behavioral Health Care Standards.

13.1.2 For year two and three of Seller's occupancy, the District shall lease the Seller four (4), in total, mutually agreed upon Offices of approximately 100 square feet each for Seller's continued use as a counseling center at the Property. District shall additionally lease Seller one (1) space of approximately 100 square feet, which may be located at the Property or at a mutually agreed upon District school facility site based on the education program needs of the District. All office spaces shall meet the certification requirements of the Alameda County Behavioral Health Care Standards. District shall have no obligation to modify or improve the Offices for use by Seller. The Offices shall be leased to Seller in "as-is" condition as of the Close of Escrow.

13.1.3 Aggregate monthly rent for all Offices during the term of the lease shall be One Hundred Dollars ($100.00) dollars per month.

13.1.4 Prior to the end of the three year lease period, the Parties shall negotiate in good faith with respect to an amendment and extension to the lease.

14 GENERAL PROVISIONS

14.1 **Time of Essence.** Time is of the essence of each provision of this Agreement in which time is an element.

14.2 **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579
ATTN: Superintendent
Facsimile: (510) 667-3569
Telephone: (510) 667-3500

With a copy to:
Philip J. Henderson, Esq.
Orbach, Huff & Suarez, LLP
One Kaiser Plaza, Suite 1485
Oakland, CA 94612
Facsimile: (510) 999-7908
Telephone: (510) 999-7918

GIRLS INCORPORATED
13666 East 14th Street
San Leandro, CA 94578
ATTN: Linda Boessenecker, Chief Executive Officer
Facsimile: (510) 357-5512
Telephone: (510) 357-5515

With a copy to:
Neal A. Parish, Esq.
Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Facsimile: (510) 808-4681
Telephone: (510) 834-6600

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14.3 **Entire Agreement of District and Seller.** This Agreement and the attached exhibits constitute the entire agreement between the District and Seller and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by District and Seller.

14.4 **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the District and Seller shall be determined and enforced in accordance with the laws of the State of California, with the exception of definitions to be construed under the Federal laws cited in the section "Hazardous Substances."

14.5 **Attorneys' Fees.** If either the District or Seller files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Title Company, then, as between District and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the entity that is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether the prevailing party is entitled to its costs or attorneys' fees.

14.6 **Waiver.** No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by the District or Seller of any remedy provided in this Agreement or at law shall not prevent the exercise by that entity of any other remedy provided in this Agreement or at law or in equity.

14.7 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the District and Seller hereto and their respective heirs, legal representatives, successors, and assigns.

14.8 Assignment. Neither the District nor Seller may assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement, and then only if assignee assumes in writing all of the prior Party's obligations hereunder; provided, however, neither the District nor Seller shall be released from its obligations hereunder by reason of such assignment.

14.9 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one (1) document.

14.10 Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties.

14.11 Disputes. A dispute which cannot be resolved by the Parties' representatives shall be submitted to binding arbitration pursuant to the auspices and real estate transaction rules of the American Arbitration Association. The arbitrator's fees shall be divided equally between the Parties. If a dispute is unresolved after arbitration, any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County in which the Property is located in the State of California, and each Party expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

14.12 Time. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

14.13 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

14.14 Review of Form of Agreement. Submission of this instrument for examination or signature by District or Seller does not constitute an agreement to purchase all, or any portion of, the Property, and it is not effective as an Agreement, or otherwise, until approval, execution and delivery by the District and Seller.

14.15 Survival of Warranties, Covenants, and Obligations. The warranties, covenants, and obligations of District and Seller under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and obligations which have been extinguished by the expiration of a specified period of time, shall survive the Close of the Escrow through which the Purchase is consummated.

14.16 Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2013	Dated: _____, 2013
San Leandro Unified School District	**Girls Incorporated of Alameda County**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

Exhibit "A"
Legal Description of Property

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN LEANDRO, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Being a portion of that certain parcel of land described in the Grant Deed to Girls, Inc. of San Leandro, recorded June 18, 1991 as Instrument No. 91-156805, Official Records of Alameda County, more particularly described as follows:

Beginning at the Westerly corner of said parcel described in the Grant Deed to Girls, Inc. of San Leandro, said corner being also the Southerly corner of Parcel B as said parcel is shown on Parcel Map 801 filed December 16, 1971 in Book 72 of Maps at Page 46, Alameda County Records.

Thence along the Northwesterly line of said Girls, Inc. of San Leandro Parcel, North 55° 31' 03" East, 146.71 feet;
Thence leaving said Northwesterly line, South 34° 28' 57" East, 0.25 feet;
Thence parallel with said Northwesterly line, North 55° 31' 03" East, 22.30 feet;
Thence North 34° 28' 57" West, 0.25 feet to a point is said Northwesterly line of said Girls, Inc. of San Leandro Parcel;

Thence along said Northwesterly line, North 55° 31' 03" East, 287.21 feet to the Westerly corner of that certain parcel of land described in the Deed to the City of San Leandro recorded October 26, 1992 as Instrument No. 92-345797, Official Records of Alameda County;

Thence along the Southwesterly line of said City of San Leandro Parcel, South 47° 10' 27" East, 63.59 feet to the Southerly corner thereof, said corner being a point in the Southeasterly line of said Girls, Inc., of San Leandro Parcel;

Thence along said Southeasterly line, South 53° 36' 02" West, 453.06 feet to the Southerly corner of sai Girls, Inc. of San Leandro Parcel;

Thence along the Southwesterly line of said Girls, Inc. of San Leandro Parcel, North 47° 10' 27" West, 79.13 feet to the point of beginning.

APN: 077C-1525-005-04

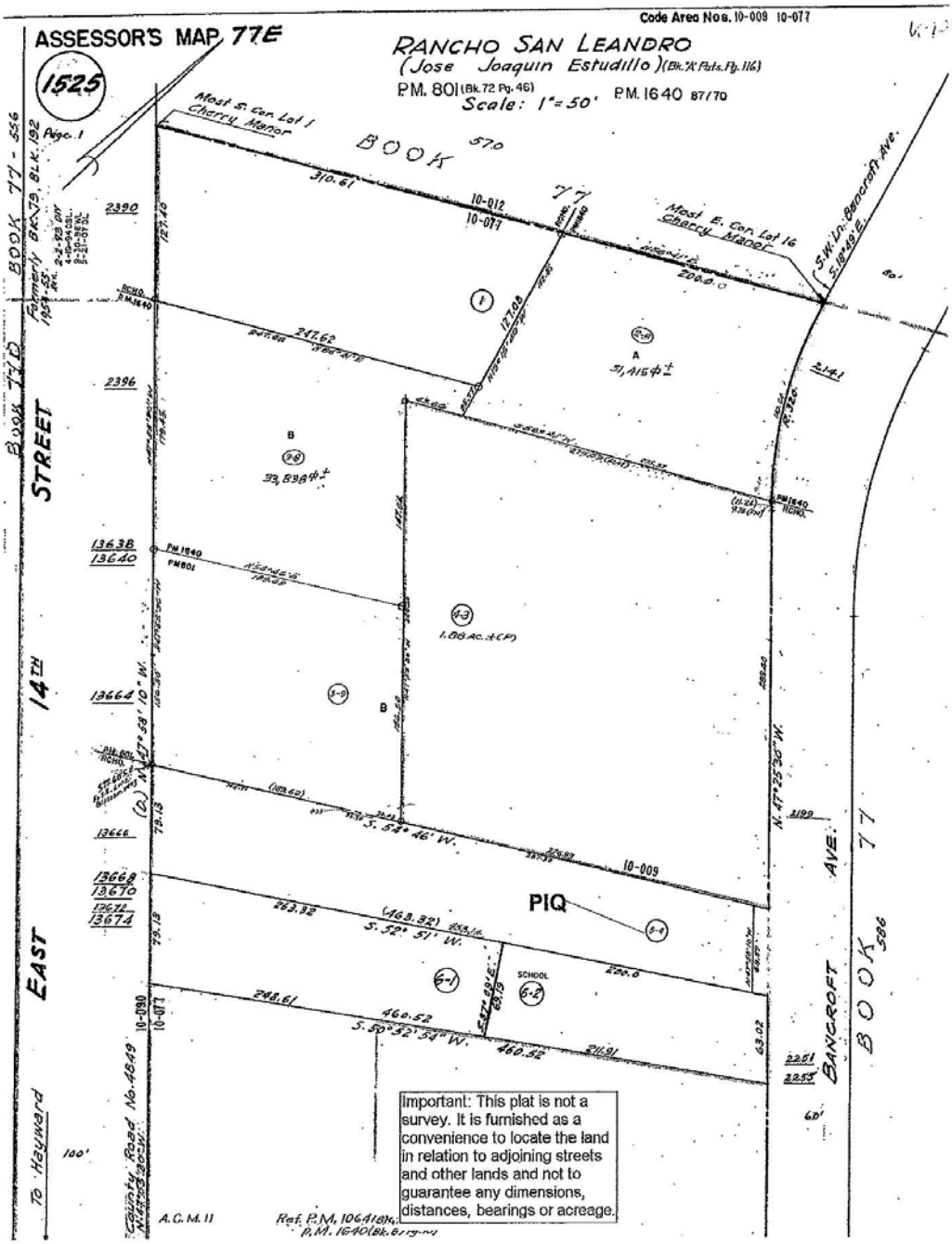

ASSESSOR'S MAP 77E
1525
RANCHO SAN LEANDRO
(Jose Joaquin Estudillo)
P.M. 801 (Bk. 72 Pg. 46)
Scale: 1"=50'
P.M. 1640
Code Area Nos. 10-009 10-077
Most S. Cor. Lot 1 Cherry Manor
Most E. Cor. Lot 16 Cherry Manor
S.W. Ln. Bancroft Ave.
BOOK 57.0
BOOK 77 - 556
Formerly Bk. 79, Blk. 192
Page 1
310.61
127.46
247.62
127.08
200.0
214.1
51,416 sq ft ±
39,838 sq ft ±
1.66 Ac. ± (GF)
STREET
14TH
EAST
2390
2396
13638
13640
13664
13666
13668
13670
13672
13674
10-012
10-077
10-009
10-090
PIQ
SCHOOL
263.32
(263.32)
S. 52° 51' W.
248.61
460.52
S. 50° 52' 54" W.
S. 54° 46' W.
N. 47° 25' 30" W.
N. 47° 28' 10" W.
211.91
63.02
2251
2253
AVE.
BANCROFT
BOOK 77
586
60'
100'
To Hayward
County Road No. 4849
Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.
A.C.M. 11
Ref. P.M. 106418 P.M. 1640 (Bk. 8/13-14)

Exhibit "B"
Grant Deed/ Certificate of Acceptance

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94570
Attn: Superintendent

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT DEED

APN No.: 77E-1525-5-4; City of San Leandro, County of Alameda

GRANTOR: **GIRLS INCORPORATED OF ALAMEDA COUNTY**, a California nonprofit organization

HEREBY GRANTS TO: **SAN LEANDRO UNIFIED SCHOOL DISTRICT**
A California public school district

that certain real property in the City of San Leandro, County of Alameda, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and as depicted in Exhibit "B".

The real property conveyed by Grantor to Grantee by this Grant Deed shall be subject to: (a) all liens, encumbrances, easements, covenants, conditions and restrictions of record; (b) all matters that would be revealed or disclosed in an accurate survey of the real property; (c) all matters that would be revealed or disclosed by a physical inspection of the real property; (d) a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the real property; and (e) zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the real property.

GIRLS INCORPORATED OF ALAMEDA COUNTY, a California non-profit organization

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

(see attached)

EXHIBIT "B"
ASSESSOR MAP – COUNTY OF ALAMEDA, CA

(see attached)

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

On _____, 20__, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

Agency San Leandro Unified School District
Assessor Parcel No. 77E-1525-5-4

This is to certify that, pursuant to Sections 15853, 27281 and 70301 et seq. of the California Government Code, the interest in real property conveyed by the Grant Deed dated July 31, 2013, executed by **GIRLS INCORPORATED OF ALAMEDA COUNTY**, a nonprofit organization, to the **SAN LEANDRO UNIFIED SCHOOL DISTRICT** is hereby accepted by the undersigned officer on behalf of the San Leandro Unified School District's Governing Board pursuant to authority conferred by resolution of said Board duly adopted on February 26, 2013, and the San Leandro Unified School District consents to the recordation thereof by its duly authorized officer.

Accepted
SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____ Dated: _____
Cindy M. Cathey, Superintendent
San Leandro Unified School District