



Fourth AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Amendment") is made and entered into as of October 29, 2022, by and between City of San Leandro ("Buyer") and Parshotam Inc. (an S corporation) dba Nimitz Motel ("Seller") (collectively, the "Parties" or individually, a "Party").

WHEREAS, Buyer and Seller are parties to that certain Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated March 23, 2022 ("Agreement") with respect to the property commonly known as (street address, city, state, zip): 555 Lewelling Blvd., San Leandro, CA 94579 ("Property");

WHEREAS, the Agreement has not been previously amended except (if there are no exceptions write "NONE"): First and Second and Third Amendments.

WHEREAS, the Parties have opened an escrow with First Fidelity Escrow Inc. ("Escrow Holder");

WHEREAS, the Parties now desire to amend the Agreement and their instructions to Escrow Holder ("Escrow Instructions");

NOW, THEREFORE, for Buyer's payment of ten dollars (\$10) to Seller and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement and the Escrow Instructions as follows (list changes below):

The Due Diligence Period of the PSA is hereby extended from October 29, 2022, to March 15, 2023. All of the October 28, 2022 deadlines for Buyer's approval or disapproval of Buyer Contingencies set forth in Sections 5.2, 5.3 and 9.1 of the PSA are extended to March 15, 2023. Buyer is not required to make any additional deposit with respect to such extension.

The defined terms of the Agreement shall have the same meaning in this Amendment. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Amendment shall not be construed as if prepared by one of the Parties, but according to its fair meaning as a whole, as if both Parties had prepared it. Except as specifically amended by this Amendment, the Agreement and the Escrow Instructions shall remain unchanged and continue in full force and effect.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKERS AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AMENDMENT. THE PARTIES ARE URGED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AMENDMENT.

EXECUTED as of the date first written above.

By Seller: Parshotam Inc. (an S corporation) dba Nimitz Motel

By: _____
Name Printed: Pratap P. Solanki
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: Pravin P. Solanki
Title: Secretary
Phone: _____
Fax: _____
Email: _____

INITIALS

By Buyer: City of San Leandro

By: _____
Name Printed: Thomas Liao
Title: Community Development Director
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: Frances M. Robustelli
Title: City Manager
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

INITIALS

By: _____
Name Printed: Jitendra P. Chhiboo
Title: Treasurer
Phone: _____
Email: _____

Address: 555 Lewelling Blvd. San Leandro, CA
Federal ID No.: _____

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INITIALS

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