

From: [David Howe](#)
To: [William Britney](#)
Subject: [Final City Draft Transfer Agreement](#)
Date: Sunday, May 16, 2021 11:46:46 AM

-----Original Message-----
From: David Howe <DHowe@wglaw.com>
Sent: Thursday, May 13, 2021 10:28 AM
To: William Britney <wbrit@alldemomarkins.com>;
C: Pam Johnson <Johnny.Phaw@sanjoseca.gov>; Miles Gregg <gmiller@coblenetlaw.com>; pando@alldemomarkins.com
Subject: Re: Final City Draft Transfer Agreement

[External Email]

Britney,

As we discussed, I have made the one change you noted below and will finalize the transfer agreements. The only other change will be deletion of the headers regarding confidentiality, etc., in each document.

Thanks,

Dave

Sent from my iPad

On May 13, 2021, at 10:01 AM, William Britney <wbrit@alldemomarkins.com> wrote:

Hi Johnny and Dave,

Subject to a very minor clean-up change below, all 4 transfer agreements are approved.

The clean-up change refers to H1, and it is a clean-up to a section cross-reference as indicated below. Section 4.5.2.4 deals with "Transferor's Work" as described on Exhibit "C", as the reference to any work on Exhibit "C" should be to Section 4.5.2.4, not 4.5.2.3. This same cross-reference is made above in the same paragraph, as highlighted, for context.

"4.5.2. Transferor's Work. Notwithstanding anything in this Agreement to the contrary, if despite Transferor using its commercially reasonable efforts in accordance with Section 4.5.2.4, Transferor's Work (other than been 6 or not both in Schedule 1 to Exhibit "C") is not Completed by the Closing as a result of any delays caused by Transferee or Force Majeure, then Transferee shall have no right to terminate this Agreement and the Closing shall occur on the Closing Date, provided that following the Closing, Transferee shall diligently pursue the remaining Transferor's Work to Completion (such remaining portion being the "Remaining Transferor's Work"). Notwithstanding the foregoing, a shall be a condition to the Closing in accordance with Section 4.5.2.4 above that been 6 or not both in Schedule 1 to Exhibit "C" shall be Completed by the Closing in accordance with Section 4.5.2.4 above. As security for the performance of the Remaining Transferor's Work, at the Closing, Transferee shall provide Transferee with a construction completion bond in an amount equal to the 1.5 times the cost to perform the Remaining Transferor's Work. Following the Closing, Grantor shall provide Transferee with reasonable access to the Property as necessary to perform the Remaining Transferor's Work."

If that change is acceptable, can you make that change on your end and resend the final H1?

HS, H1 and Annex are final as is.

Thank you for all your and your team's hard work on these. Best,

Britney J. Williams <bjwilliams@protonmail.com> <bjwilliams@protonmail.com>
Britney J. Williams <bjwilliams@protonmail.com> <bjwilliams@protonmail.com>
https://maildrop.lawdrop.com/04%7C0%7CJohn.Phaw%40sanjoseca.gov%7C0456225d78c545f428049161542417b%7C0473b061c4249f09d47317d5c26139%7C1%7C0%7C0473562255603097070%7C1%4a5e0e7%7C78f7p4G2d65d4qyP8fj4uCMC4d4JAwMDdALCJQJqyV2uM6dLlC8FT8B8h1uWwLdLXVVC8Mdn%7D%7C1000&exp=datat:Qm=H5C7TJQm=F45f9H5f9gUzU2Z8Gq%4dQa8qg2XV69%7D&exp=reserved:0:

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Allen Markins

From: Pam Johnson <Johnny.Phaw@sanjoseca.gov>
Sent: Wednesday, May 12, 2021 9:53 PM

To: Gregg Miller <gmiller@coblenetlaw.com>; Andrus, Pam <PAndrus@alldemomarkins.com>; Williams, Britney <wbrit@alldemomarkins.com>;

C: David Howe <DHowe@wglaw.com>
Subject: Final City Draft Transfer Agreement

See attached.

Johnny V. Phaw

Chief Deputy City Attorney

Office of the City Attorney

City of San Jose

200 East Santa Clara Street - 5 Apple Data documents (1/37)

San Jose, CA 95113 1905-a apple data documents (1/37)

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XZAWy7W8W8H8u8V8p8b8q8p8g8f878%7D%7C1000&exp=datat:Qm=H5C7TJQm=F45f9H5f9gUzU2Z8Gq%4dQa8qg2XV69%7D&exp=reserved:0: to report the email as spam.

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