

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is made _____, 2026 ("Effective Date"), by and between **RAFF 2, LLC**, a California limited liability company ("Seller") and the **City of Manteca**, a California municipal corporation ("City" or "Purchaser"). Seller and City/Purchaser are hereafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Seller previously entered into a purchase agreement referred to as the "Marchesotti Purchase and Sale Agreement," dated February 6, 2018, with Joe Marchesotti Co., Inc, a California corporation ("Marchesotti") as seller, for the sale to RAFF 2 of certain real property located in the City of Manteca, County of San Joaquin, State of California, as more particularly defined in the Marchesotti Purchase Agreement, as amended ("Marchesotti Property"). Seller's predecessor-in-interest assigned its interest in the Marchesotti Purchase and Sale Agreement to Seller pursuant to the Marchesotti Fourth Amendment.

B. Under the Marchesotti Purchase and Sale Agreement, Seller is the holder of the right to purchase from Marchesotti certain real property consisting of approximately 60 acres of vacant industrial land located in unincorporated County of San Joaquin, California, identified as a portion of APN 204-050-21 and APN 204-050-22, which is depicted as the Park Property on the site plan attached hereto and incorporated herein as **Exhibit A** (the "Park Property"). Seller does not currently own the Park Property.

C. The Park Property is part of the larger Marchesotti Property controlled by Seller located in North Manteca along Union Road, a portion of which is proposed for development of an industrial project to be constructed in two (2) phases ("Project"), upon annexation into the City of Manteca and Seller's receipt of project entitlements. Seller has or will enter into a purchase and sale agreement for the Project with an industrial co-developer ("Industrial Developer") under the Pre-Annexation Agreement (as defined below) with Seller.

D. Concurrently herewith, the Parties are entering into a Pre-Annexation Agreement ("Pre-Annexation Agreement") in connection with Seller's proposed annexation of the Property into the City and development of its Project. As part of the Pre-Annexation Agreement, the Seller agreed to sell the Park Property to the City for public use, subject to certain terms and conditions. In addition to the Park Property, the City desires to purchase a 5-acre easement for a storm drain basin over the area shown on the site plan in **Exhibit B**, attached hereto and incorporated herein(the "Storm Easement"), subject to the terms and conditions set forth herein and in the Pre-Annexation Agreement. The Park Property and the Storm Easement are sometimes collectively referred to as the "Property."

E. The Parties are entering into this Agreement to memorialize Purchaser's desire to purchase all of Seller's rights, title and interest in the Property from Seller upon Seller's acquisition of the Property, and Seller's desire to sell all of its rights, title and interest in the Property to Purchaser upon its acquisition of the Property, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the Parties, Seller and Purchaser agree as follows:

AGREEMENT

1. Sale of Property. Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement. The Storm Easement will need to be granted by Marchesotti to Purchaser directly, so prior to the Closing of the sale of the Storm Easement in accordance with the terms herein, Seller shall obtain an amendment to this Agreement with Marchesotti, which joins Marchesotti as a Seller of the Property, and whereby Marchesotti agrees to be bound by the obligations in this Agreement to sell the Storm Easement to Purchaser at a Close of Escrow, and to sell the Park Property to Seller, who in turn will sell the Park Property to Purchaser in a back-to-back Close of Escrow.

2. Purchase Price. The purchase price to be paid by Purchaser to Seller for the Park Property is Six Million Five Hundred Thousand Dollars (\$6,500,000.00) (the "Park Purchase Price"), less the \$650,000 consideration to be paid by the City to the Marchesotti for Marchesotti's dedication to the City of a 5-acre easement for a storm drain basin ("Storm Easement Consideration") over the area shown on the site plan in **Exhibit B**, attached hereto and incorporated herein (the "Storm Easement"). The Storm Easement Consideration shall be applied to the Purchase Price at the Close of Escrow and shall in all cases, be non-refundable to Purchaser once the Storm Easement has been dedicated. The balance of the Purchase Price is to be paid in immediately available funds at Close of Escrow.

3. Escrow. Within five (5) business days following the full execution of this Agreement, an Escrow shall be opened with Placer Title Company, located at 725 N. Main St, Manteca, CA 95336, attention: Leticia Rojo ("Escrow Holder"), by Purchaser delivering a copy of this fully executed Agreement to Escrow Holder. This Agreement shall, to the extent possible, act as Escrow instructions. The Parties agree to execute all further Escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement.

4. Closing. "Close of Escrow" on the Storm Easement shall be the date that the Storm Easement is recorded in the Office of the San Joaquin County Recorder, which shall occur within five (5) business days after Purchaser delivers the Approval Notice. "Close of Escrow" on the Park Property is the date the Grant Deed conveying the Park Property from Seller to Purchaser is recorded in the Office of the San Joaquin County Recorder, which shall occur on or before thirty (30) days after the City's approval of Project entitlements pursuant to the Pre-Annexation Agreement and annexation of the Property to the City as set forth in the Pre-Annexation Agreement, or on such other date as the Parties mutually agree in writing, subject to the terms of this Agreement.

5. Title. Within fifteen (15) days after the opening of Escrow, Seller shall provide Purchaser with a preliminary title report covering the Property issued by Escrow Holder (the "Preliminary Report"), along with legible copies of all recorded documents shown as exceptions to title in the Preliminary Report and a map containing any easement, rights-of-way, license, or other real property rights encumbering the Property to the extent available. Purchaser shall approve or disapprove any exceptions to title shown on the Preliminary Report in writing within forty-five (45) days after receipt by Purchaser of the Preliminary Report and copies of the recorded documents, or any supplemental report issued prior to the Close of Escrow. Seller shall notify Purchaser of

whether Seller is willing to remove the items disapproved by Purchaser within fifteen (15) days after receipt of Purchaser's title objections. If Seller does not agree to remove any one or more of such disapproved exceptions prior to the expiration of said 15-day period, or if any additional items appear which would show as exceptions to title insurance in the title policy, and Seller fails to agree to remove the same within fifteen (15) days after Purchaser's notification to Seller of the same, Purchaser shall have the choice of: (i) terminating this Agreement and the Escrow, in which event neither Seller nor Purchaser shall have any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the purchase called for in this Agreement. Purchaser shall approve or disapprove any exceptions to title shown on any subsequent or supplemental title reports in writing within five (5) days after receipt of such reports and copies of all recorded documents shown as exceptions to title on those reports.

6. Property Inspection and Feasibility Period.

6.1 Property Documents. Within fifteen (15) days after the Effective Date, Seller shall provide Purchaser copies of all studies, environmental reports, surveys, soils reports, and other reports and studies relating to the Property that are in its possession or under its control (collectively, "Property Documents"). Notwithstanding the foregoing, the Seller shall have no obligation to cause any of the Property Documents to be created or produced if such document does not already exist.

6.2 Feasibility Period; Conditions.

6.2.1 Feasibility Period. For a period of ninety (90) days from the Effective Date (the "Feasibility Period"), Purchaser may undertake, at Purchaser's expense, inspection and review of the title and environmental condition of the Property, including, a Phase I environmental study, along with a Phase II if recommended by Purchaser's environmental consultant, and a review of the preliminary title report for the Property. All inspections shall be made at Purchaser's sole cost and expense and shall not unreasonably interfere with the Seller's use of the Property. If Seller delivers the "Approval Notice" (as defined in Section 6.5), Purchaser shall be irrevocably bound to purchase the Storm Easement and the Park Property pursuant to and subject to the terms of this Agreement.

6.2.2 Storm Easement. During the Feasibility Period the Parties shall negotiate the terms of the Storm Easement and the location of the Storm Easement in good faith. Upon agreement as to the location, the parties shall attach as **Exhibit D** a depiction of the location of the Storm Easement. The Storm Easement shall be dedicated within fifteen (15) days after Purchaser delivers the Approval Notice, and the City will pay Marchesotti \$650,000 at the time of dedication of the Easement to the City through a Close of Escrow with Escrow Holder. If the Parties are unable to agree upon the terms of the Storm Easement and timely dedicate the Storm Easement, either Party may terminate this Agreement upon written notice to the other.

6.2.3 Stormwater Drainage from Industrial Developer. After acquiring the Park Property, City shall allow the Industrial Developer to discharge its storm water drainage onto the Park Property outside of the five (5) acre storm easement area. Industrial Developer shall use reasonable best efforts adjacent to its southern and western property boundaries to treat and retain on-site storm drainage runoff prior to it entering the Storm Basin on the Park Property. The Industrial Developer shall, at its sole cost and expense, size, design and construct a stormwater detention basin on the Park Property in accordance with City Standards. The Parties shall negotiate the location and size of the Stormwater Drainage Basin in good faith.

6.3 Access. Access to the Property from the Effective Date through the Close of Escrow shall be given to Purchaser, its agents, employees, consultants, or contractors during normal business hours at reasonable times upon prior notice to the Seller (who shall coordinate with Owner), at Purchaser's own cost and risk, for the purpose of conducting its due diligence investigation of the Property as set forth in Section 6. Purchaser shall restore the Property as a result of such investigations, and return the affected portion of the Property to its condition immediately prior to such investigation. Purchaser shall repair any damage to the Property caused by any of its inspections. Purchaser shall indemnify and defend the Seller against and hold the Seller harmless from all losses, costs, damages, liabilities, and expenses arising out of negligent or willful acts by Purchaser or its agents, employees, consultants, or contractors on the Property in connection with Purchaser's entry onto the Property or any activity thereon prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of any negligent or willful act of the Seller or the Seller's agents, employees or contractors; provided however, Purchaser's discovery of or impact on an adverse condition or defect on or affecting the Property shall not trigger Purchaser's indemnification obligations. Purchaser's obligation to indemnify and defend the Seller shall survive the Close of Escrow or any other termination of this Agreement.

6.4 Insurance. Prior to its first entry onto the Property and at all times thereafter until Close of Escrow, Purchaser (or its consultant, as applicable) shall maintain commercial general liability insurance covering the activities of Purchaser on the Property. Such insurance shall have a per occurrence limit of at least One Million Dollars (\$1,000,000.00) and an aggregate limit of at least Two Million Dollars (\$2,000,000.00), shall name the Seller as additional insured, shall be primary and noncontributing with any other insurance available to Purchaser, and shall be issued on an occurrence basis. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants, or contractors, Purchaser shall furnish the Seller with a certificate of such insurance in form and substance reasonably acceptable to the Seller.

6.5 Termination. Purchaser may either give the Seller written notice that Purchaser (i) approves the condition and suitability of the Property ("Approval Notice"), or (ii) disapproves the Property condition or suitability of the title for the Property, which notice must be received by the Seller no later than 5:00 p.m. on the expiration date of the Feasibility Period. In the event that Purchaser fails to timely approve the condition and suitability of the Property pursuant to (i) above, such failure shall be deemed to be a disapproval of the condition and suitability of the Property in accordance with (ii) above. In the event Purchaser disapproves the condition and suitability of the Property, or is deemed to have disapproved the condition and suitability of the Property, as applicable pursuant to this Section 6.5, this Agreement shall terminate automatically, and: (i) the Seller and Purchaser shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or the Seller in order to cancel this Escrow and release any interest of Purchaser in and to the Property; and (ii) Escrow Holder shall return all documents to the applicable Party. If this Agreement is terminated pursuant to this Section 6.5, then neither Party shall have any rights or obligations arising out of this Agreement, except as otherwise set forth in this Agreement.

7. As-Is Property Condition. Purchaser acknowledges and agrees that except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the sale of the Property is made on an "As Is," "Where Is" condition and basis with all faults and that Seller has no obligation to make repairs, replacements, or improvements thereto. Purchaser further acknowledges and agrees that, except as otherwise expressly provided in this Agreement, Seller

has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Property, except for those set forth in this Agreement.

8. Conditions of Closing.

8.1 Purchaser's Conditions of Closing. The obligations of Purchaser under this Agreement to purchase the Property and accept title from Seller are subject to satisfaction of all of the conditions set forth in this Section 8.1. Purchaser may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Purchaser of any of its rights or remedies if Seller defaults in the performance of any covenant or agreement to be performed by Seller under this Agreement or if Seller breaches any representation or warranty made by Seller in this Agreement. If any condition set forth in this Section 8.1 is not fully satisfied or waived in writing by Purchaser, then Purchaser shall be released from all obligations to Seller under this Agreement.

8.1.1 Title. At Close of Escrow, Purchaser is conveyed good and marketable title to the Property, subject only to the exceptions permitted by Purchaser;

8.1.2 Project Entitlements and Annexation. All of the following have occurred: (a) Seller has received all entitlements pursuant to the Pre-Annexation Agreement for its Project, (b) the Property has been annexed into the City, and (c) the Storm Easement has been dedicated to the City.

8.1.3 Seller is not in default of the Pre-Annexation Agreement.

8.1.4 Other Deliveries into Escrow. Seller delivered into Escrow all other documents or instruments required by this Agreement;

8.1.5 Seller's Representations. Seller's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

8.1.6 Seller's Performance. Seller performs all obligations under this Agreement and the related documents executed or to be executed by Seller; and

8.1.7 Title Policy. Prior to Close of Escrow, Purchaser shall have received evidence that Escrow Holder's title insurer ("Title Company") is ready, willing, and able to issue, upon payment of Title Company's regularly scheduled premium, a CLTA or ALTA owner's policy of title insurance ("Title Policy"), to be determined by Purchaser prior to Close of Escrow, in the face amount of the Purchase Price with the endorsements Purchaser may require, showing title to the Property vested in Purchaser, subject only to exceptions permitted by Purchaser.

8.2 Seller's Conditions of Closing. The obligations of Seller under this Agreement to close the sale and convey the Property to Purchaser are subject to satisfaction of all of the conditions set forth in this Section 8.2. Seller may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Seller of any of its rights or remedies if Purchaser defaults in the performance of any covenant or agreement to be performed by Purchaser under this Agreement or if Purchaser breaches any representation or warranty made by Purchaser in this Agreement.

If any condition set forth in this Section 8.2 is not fully satisfied or waived in writing by Seller, then Seller shall be released from all obligations to Purchaser under this Agreement.

8.2.1 Other Deliveries into Escrow. Purchaser delivered into Escrow all other documents or instruments required by this Agreement;

8.2.2 Purchaser's Representations. Purchaser's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

8.2.3 Purchaser's Performance. Purchaser performs all obligations under this Agreement and the related documents executed or to be executed by Purchaser; and

8.2.4 Purchase Price. Purchaser deposits in Escrow the Purchase Price, together with all escrow and title costs and fees apportioned to Purchaser.

8.2.5 Storm Easement Consideration. The Storm Easement Consideration shall have been delivered to Seller.

8.2.6 Legal Parcel. Property shall constitute a legal parcel pursuant to the California Subdivision Map Act.

9. Close of Escrow.

9.1 Seller's Deposits. Seller shall deposit with Escrow Holder the following:

9.1.1 Grant Deed for Property. An original executed and acknowledged Grant Deed conveying the Property to Purchaser in the form attached hereto as **Exhibit C**; and

9.1.2 Additional Documents. Any other documents or funds required by Escrow Holder from Seller for the Close of Escrow in accordance with this Agreement.

9.2 Purchaser's Deposits. On or before the Close of Escrow, the following will be deposited with Escrow Holder:

9.2.1 Purchase Price. Full amount of Purchase Price by cashier's check, certified check, or wire transfer;

9.2.2 Closing Costs. Purchaser will deposit cash in the amount necessary to pay Purchaser's share of closing costs, as set forth in Section 9.3; and

9.2.3 Additional Documents. Purchaser will deposit any other documents or funds required of Purchaser to close Escrow in accordance with this Agreement.

9.3 Costs and Fees. Charges and expenses incurred in this transaction are to be borne by the Parties as follows:

9.3.1 The Parties shall equally divide the Escrow Holder's fees.

9.3.2 Seller shall pay the cost of the CLTA Title Policy, and Purchaser shall pay the cost of any endorsements, any additional costs for an ALTA Title Policy and any ALTA survey.

9.3.3 Seller shall pay city and county transfer taxes applicable to the transfer of title at Close of Escrow, if any.

9.3.4 Any miscellaneous costs shall be borne by the Parties according to custom in San Joaquin County.

9.3.5 All other taxes, assessments, utility charges, and any other charges and credits with respect to the Property shall be paid by Purchaser.

9.3.6 In the event of any termination of this Agreement or the failure of Escrow to close due to a default of a Party, as provided herein, then the defaulting Party shall pay any cancellation costs imposed by the Escrow Holder.

9.4 At Close of Escrow, Escrow Holder shall:

9.4.1 Record the Grant Deed;

9.4.2 Issue the Title Policy; and

9.4.3 Disburse funds.

10. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

10.1 Authority of Seller. Seller is a limited liability company duly organized and validly existing and in good standing under the laws of the State of California and has the authority to own and convey the Property. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by Seller. Seller has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

10.2 Enforceability. This Agreement and all documents required to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

10.3 Marketable Title. Seller has fully disclosed to Purchaser the existence of all outstanding material obligations of Seller with respect to the Property and Seller is the sole owner of (and Purchaser will acquire hereunder) the entire right, title, and interest in and to the Property. To Seller's knowledge, there are no other agreements or understandings written or otherwise relating to the Property or title to the Property that are not reflected in the Preliminary Report or that were not disclosed by Seller to Purchaser.

10.4 Encumbrances. The Property is not subject to any liabilities, liens, or encumbrances other than those disclosed on the Preliminary Report, and there is no pending or to Seller's actual knowledge, threatened litigation or administrative proceedings affecting the Property or the transaction contemplated by this Agreement.

10.5 No Suit. There is no litigation or legal proceeding pending or to the actual knowledge of Seller, threatened against or relating to the Property or any part thereof, nor does Seller know or have reason to know any basis for any such action.

10.6 No Violations. Seller has not received any written notice that there is, and to the actual knowledge of Seller, there does not now exist, any violation of any restriction, condition or agreement contained in an easement, restrictive covenant or any similar instrument or written agreement affecting the Property or any portion thereof.

10.7 No Hazardous Materials. To Seller's actual knowledge, (i) except as otherwise as may be disclosed by the Property Documents, there has been no production, storage or disposal at the Property of any Hazardous Materials (as defined below) by Seller or by any previous owner or occupant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has not violated any laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Property; and (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to any Hazardous Materials on the Property.

"Hazardous Materials," means any hazardous or toxic substance, material or waste that is (i) regulated by any local governmental authority, the State of California or the United States Government; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as "hazardous" or "extremely hazardous" pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601, et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

10.8 No Rights Granted. Seller has not granted any options, rights of first refusal, rights of first offer, or other pre-emptive rights to acquire the Property to any other person so as to impair the title of the Property for this transaction.

10.9 No Defects. Seller has received no notice of any latent or patent defect affecting the Property.

10.10 Insurance. Seller has not received any written notice from any insurance company or board of fire underwriters of any defects or inadequacies in or on the Property or any part or component thereof that would materially and adversely affect the insurability of the Property or that have not been cured or repaired. There are no pending claims for insurance reimbursement respecting any damage to the Property except as disclosed in writing to Purchaser.

10.11 OFAC Compliance. Seller is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property

and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

11. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that:

11.1 Purchaser's Authority. Purchaser is a corporation duly organized and validly existing and in good standing under the laws of the State of California and has the authority to purchase and accept the Property. This Agreement and all documents executed by Purchaser which are to be delivered to Seller at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by Purchaser. Purchaser has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

11.2 Enforceability. This Agreement and all documents required to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

12. Remedies Upon Default.

12.1 Default by Seller. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, including but not limited to, failing to acquire the Property, Purchaser shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Seller. Seller shall not be in default under this Agreement unless Purchaser first provides to Seller written notice of default and Seller thereafter fails within five (5) days after receipt of such notice of default to either cure such default or, if such default cannot reasonably be cured within said 5-day period, diligently commence such actions reasonably necessary to cure such default within such five (5) day period, and thereafter, cures such default not later than ten (10) days after receipt of such notice of default.

12.2 Default by Purchaser. In the event Purchaser defaults in the performance of any of Purchaser's obligations under this Agreement, Seller shall, in addition to any and all other remedies provided in the Agreement or by law or equity, have the right of specific performance against Purchaser after Purchaser has provided the Approval Notice. Purchaser shall not be in default under this Agreement unless Seller first provides to Purchaser written notice of default and Purchaser thereafter fails within five (5) days after receipt of such notice of default to either cure such default or, if such default cannot reasonably be cured within said 5-day period, diligently commence such actions reasonably necessary to cure such default within such five (5) day period, and thereafter, cures such default not later than ten (10) days after receipt of such notice of default.

13. Effect of a Default or a Termination of this Agreement.

13.1 Effect of Default. If either Party is alleged to be in default of this Agreement for failure to timely close on the sale of the Property after the expiration of any applicable cure periods, and the non-defaulting Party institutes legal action against the defaulting Party in connection with Section 12.1 or 12.2 above, as applicable, then any obligations of the Parties under the Pre-Annexation Agreement will be tolled or placed on hold until the legal action is resolved by final court decision.

13.2 Effect of Termination of the Pre-Annexation Agreement or this Agreement. If the Pre-annexation Agreement terminates for any reason prior to Close of Escrow, this Agreement

shall also terminate. If this Agreement terminates prior to Close of Escrow for any reason, the Pre-Annexation Agreement shall also terminate.

14. Brokers' Fees. The Parties each hereby warrant to the other that no person or entity can properly claim a right to a commission, finder's fee or other compensation based upon contacts or understandings between such claimant and Purchaser or Seller with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the Party through which the broker or finder makes such claim shall indemnify, defend and hold the other Party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified Party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

15. Attorneys' Fees. Should any litigation be commenced between the Parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs, including attorneys' fees, and costs for such litigation and for executing upon or appealing any judgment.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of San Joaquin.

17. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered and received by the receiving Party (a) upon receipt when hand delivered, (b) upon receipt when sent by email to the address set forth below (with written confirmation of receipt from the sender), (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery), or (d) upon actual delivery if deposited with any commercially-recognized overnight carrier that routinely issues receipts (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the Parties to receive notices are as follows:

If to Purchaser: City of Manteca
 1001 West Center Street
 Manteca, CA 95337
 Attn: City Manager

With copy to: Kronick, Moskovitz, Tiedemann & Girard
 1331 Garden Hwy., 2nd Floor
 Sacramento, CA 95833
 Attention: Mona G. Ebrahimi
 Telephone: (916) 321-4500
 Facsimile: (916) 321-4555

If to Seller: RAFF2, LLC
 1433 Moffat Blvd, Suite 13
 Manteca, CA 95336

Attn: Ryan Gerding and Demetri Filios

With copy to: HSW, LLP
3800 Mt. Diablo Blvd, Suite 200
Lafayette, CA 94549
Attention: Chris Hunter
Telephone: (925) 226-8247

If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A Party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other Party written notice in the manner set forth above.

18. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the Parties and this Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest.

19. Assignment. Except as provided herein, neither Party may assign this Agreement or any rights created hereunder without the prior written consent of the other Party, but Purchaser acknowledges Seller's rights to cause Marchesotti to directly convey the Storm Easement and Park Property to Purchaser and to have the consideration hereunder paid directly to Marchesotti through a Close of Escrow as described in Section 1 herein.

20. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

21. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

22. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

23. Merger. All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Grant Deed or other documents.

24. Time of the Essence. Time is of the essence in this Agreement.

25. Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective successors.

26. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies.

27. Further Assurances. Seller and Purchaser agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of this Agreement.

28. Joint Drafting. Purchaser and Seller acknowledge that this Agreement was negotiated at arm's length, that independent counsel has represented each Party and that this Agreement has been drafted by both Parties and no one Party shall be construed as the draftsman.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

(Signatures on Next Page)

IN WITNESS WHEREOF, each Party has executed this Agreement on the date which appears next to the corresponding signature.

Dated: _____, 2026

CITY:

CITY OF MANTECA,
a California municipal corporation

By: _____
Name: Toni Lundgren
Title: City Manager

Dated: _____, 2026

DEVELOPER:

RAFF, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

Dated: _____, 2026

By: _____
Name: Andy Pinasco
Title: Interim City Attorney

Dated: _____, 2026

By: _____
Name: _____
Title: Attorney for Developer

**EXHIBIT "A"
DESCRIPTION
PARK PARCEL**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN UNINCORPORATED SAN JOAQUIN COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF THE LANDS DESCRIBED IN THE DOCUMENT RECORDED IN BOOK 3752, PAGE 264, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LANDS, SAID CORNER BEING ON THE EASTERLY RIGHT OF WAY LINE OF UNION ROAD, THENCE ALONG THE NORTHERLY LINE OF SAID LANDS SOUTH 89°39'15" EAST, 1,039.97 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND CROSSING SAID LANDS SOUTH 00°20'45" WEST, 2,645.09 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LANDS;

THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS NORTH 89°28'16" WEST, 937.39 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, SAID CORNER BEING ON THE EASTERLY RIGHT OF WAY LINE OF UNION ROAD;

THENCE ALONG THE WESTERLY LINE OF SAID LANDS, COMMON TO THE EASTERLY LINE OF UNION ROAD, NORTH 01°52'39" WEST, 2,644.09 FEET, TO THE **POINT OF BEGINNING**;

CONTAINING 60.00 ACRES MORE OR LESS

END OF DESCRIPTION

PREPARED BY:

IAN BRUCE MACDONALD
LICENSED LAND SURVEYOR NO. 8817
STATE OF CALIFORNIA



DATE

Mackay & Somps
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "A"

PAGE 2 OF 2

PHILLIPS
DOC. NO.
2002-085156

PHILLIPS
DOC. NO.
2017-116731

99 SQUIRRELS LLC
DOC. NO. 2021-099350

LOVELACE
ROAD

S89°39'15"E
P.O.B. 1039.97'

JOE MARCHESOTTI CO., INC.,
BOOK 3752 PAGE 264

ARNAUDO
DOC. NO.
2024-018157

UNION ROAD

N1°52'39"W 2644.09'

PARK PARCEL
60.00±AC

S0°20'45"W 2645.09'

JOE MARCHESOTTI CO., INC.,
BOOK 3752 PAGE 264

CARDOZA
DOC. NO.
2023-038518

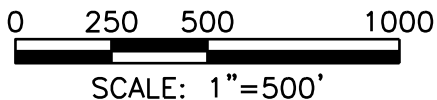
99 SQUIRRELS LLC
DOC. NO. 2021-099350

MAREK
DOC. NO.
2020-012491

CARDOZA
DOC. NO.
2021-099350

N89°28'16"W
937.39'

FAIX
DOC. NO. 2023-078140



LEGEND

- BOUNDARY OF DESCRIPTION
- EXISTING PARCEL
- SECTION LINE
- DOC. NO. DOCUMENT NUMBER
- P.O.B POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

PARK PARCEL

SAN JOAQUIN COUNTY

CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
IBM	JUNE 2026	1"=500'	25264.000.P

EXHIBIT "B"

PAGE 3 OF 3

PHILLIPS
DOC. NO.
2002-085156

PHILLIPS
DOC. NO.
2017-116731

99 SQUIRRELS LLC
DOC. NO. 2021-099350

LOVELACE
ROAD

S89°39'15"E
P.O.B. 1039.97'

JOE MARCHESOTTI CO., INC.,
DOC. NO. 2023-049267

ARNAUDO
DOC. NO.
2024-018157

UNION ROAD

N1°52'39"W 2644.09'

PARK PARCEL
60.00±AC

S0°20'45"W 2645.09'

99 SQUIRRELS LLC
DOC. NO. 2021-099350

MAREK
DOC. NO.
2020-012491

JOE MARCHESOTTI CO., INC.,
DOC. NO. 2023-049267

CARDOZA
DOC. NO.
2023-038518

CARDOZA
DOC. NO.
2021-099350

900' +/-

1.80 in

5 Acre Easement
Approximate Location

0.48 in
242' +/-

FAIX
DOC. NO. 2023-078140



0 250 500 1000

SCALE: 1"=500'

LEGEND

- BOUNDARY OF DESCRIPTION
- EXISTING PARCEL
- SECTION LINE
- DOC. NO. DOCUMENT NUMBER
- P.O.B POINT OF BEGINNING

PLAT TO ACCOMPANY DESCRIPTION

PARK PARCEL

SAN JOAQUIN

CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
IBM	JUNE 2026	1"=500'	25264.000.P

Exhibit C

(See Attached Grant Deed)

NO FEE DOCUMENT
Government Code § 6103 & § 27383

**RECORDING REQUESTED BY AND
AFTER RECORDATION MAIL TO
AND MAIL TAX STATEMENTS TO:**

(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

GRANT DEED

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
T

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RAFF 2, LLC, a California limited liability company, Grantor,

hereby GRANTS to:

City of Manteca, a California municipal corporation, Grantee

The following legally described real property located in the City of Manteca, County of San Joaquin, State of California:

[See **EXHIBIT A** Attached]

Dated: _____, 202_

GRANTOR:

City of Manteca,
a California municipal corporation,

By: _____
_____, City Manager

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____ 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)

Exhibit A to Grant Deed

(See Attached Legal Description of Property)