

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CITY OF BERKELEY; MAYOR AND :
MEMBERS OF CITY COUNCIL OF :
THE CITY OF BERKELEY, :
Plaintiffs :

v. :

NO: 3:14-cv-04916-WHA

United States Postal Service; :
Patrick R. Donahoe as Postmaster :
General of the United States Postal :
Service; Tom A. Samra, Vice President-: :
Facilities of the United States Postal :
Service; Diana Alvarado, Director, :
Real Estate, USPS Pacific Region. :
Defendants :

Declaration of Joseph D. Lowe

I, Joseph D. Lowe, pursuant to 28 U.S.C. § 1746 declare as follows:

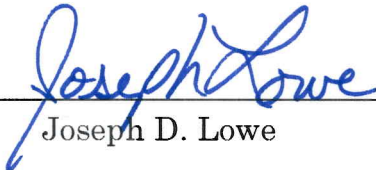
1. I am a Real Estate Specialist with the Facilities Department at the Headquarters of the United States Postal Service, (USPS). I have held this position for six (6) years. My duties and responsibilities in this position are to manage acquisition, disposal, and leasing projects across the country. I also have contracting officer responsibilities.
2. In my position, I manage the project to sell the USPS' property at 2000 Allston Way, known as the Berkeley Main Post Office, Berkeley, CA.
3. The USPS and Hudson McDonald LLC ("Buyer") have entered an "Agreement to Sell and Purchase" the Berkeley Main Post Office ("Agreement").

4. The Agreement allows Buyer to conduct due diligence before completing the sale, and that process is still underway. The Agreement also provides that Buyer may terminate the contract for any reason on or before December 5, 2014, and its deposit will be returned. If Buyer does not terminate, the contract provides that the closing of the sale will occur by December 22, 2014.

5. On behalf of USPS, I confirm the USPS will not close the sale of this property before December 17, 2014.

I declare under penalty of perjury of the laws of the United States that the above statements are true and correct.

Dated: 11/6/2014



Joseph D. Lowe