

CALIFORNIA FIRST, LLC

May 21, 2010

VIA HAND DELIVERY,
EMAIL, & FACSIMILE

Mr. Kevin Shannon
Vice Chairman
CB Richard Ellis, Inc.
990 W. 190th Street
Torrance, CA 90502

Re: Best and Final Proposal Letter for the Golden State Portfolio: An eleven property, approximately 7.3 million square foot, office sale/leaseback portfolio (the "Properties") located in the San Francisco Bay Area, Los Angeles, and Sacramento markets.

Dear Mr. Shannon:

Pursuant to your letter of May 17, 2010, and based upon our further review of the information and documents provided, this proposal from California First, LLC (the "Purchaser") describes terms and conditions to the State of California ("Seller") for the purchase and leaseback in its entirety of the Golden State Portfolio referenced above. This is a final step toward execution of a definitive Purchase and Sale and Lease Agreement ("Contract").

It is the primary mission of California First, LLC to provide the State of California:

- ***The highest net proceeds upon sale.***
- ***Certainty of (an expeditious) closing.***
- ***First class management with a nationally and internationally recognized landlord.***

The preliminary terms upon which Purchaser would be willing to acquire the Properties are as follows:

Seller: State of California

Purchase Price: The Purchase Price shall be Two Billion Two Hundred Fifty Million Dollars (**\$2,250,000,000**), all cash at closing for all eleven Properties. The Purchaser's proposal includes an energy efficient retrofit of the Properties.

Purchaser: California First, LLC, is a venture of ***Hines and ACRE, LLC, which will be managed by Hines.***

The Purchaser's investment consortium, described below, has collectively executed transactions with a combined value in excess of \$75 billion, and managed on its own behalf and for third parties, a portfolio of more than 1,500 properties including skyscrapers, corporate headquarters, government facilities, mixed-use centers, industrial parks, medical facilities, and master-planned resort and residential communities.

Transaction Structure: ***The Purchaser, through its investment partners, has sufficient discretionary capital to execute this transaction without a financing contingency.*** Purchaser is arranging debt financing of 60% of total asset

value. To that end, Purchaser is working with several domestic and merchant lenders that have shown qualified interest. Please let us know if you would like to either speak with any of such lenders or review any of the documentation that has been generated with regard to such financing, and we will promptly arrange to provide the same.

Equity Investors:

The Purchaser has assembled a consortium of established investors with deployable capital sufficient to execute this transaction. Purchaser has entered into commitments for equity investments for the transaction with the below investors, and we are materially oversubscribed for this transaction. Please let us know if you would to either speak with any of the below investors or review any of the commitment documentations, and we will promptly arrange to provide the same. The investors include:

- **PRP**
- **Belgravia Capital**
- **Woodmont Capital Partners**
- **Steadfast Companies**
- **Black Equities Group**
- **CityView**
- **AE Capital Advisers**
- **Capital Pacific Holdings, Inc.**
- **The Linc Group**
- **GreenSpace Developments**

Due Diligence:

The Purchaser has completed its due diligence of the Properties, and is prepared to complete this transaction without contingencies. Purchase engaged as counsel the law firms of Allen Matkins Leck Gamble Mallory & Natsis LLP and White and Case LLP to review all legal documents and title. DPPM and Rudolph and Sletten were engaged by Purchaser to perform inspections and physical due diligence of the Properties. Representatives of Purchaser's management team and its consultants have conducted multiple tours of each of the Properties, inspecting the physical plant and interviewing on-site management and engineering personnel. Additionally, the Purchaser has thoroughly reviewed all of the reports and documents provided by the Seller. Purchaser has conducted first class, institutional quality due diligence at the same level that an institutional buyer would conduct in connection with a single property purchase. If Seller desires, Purchaser can provide Seller with a comprehensive, detailed list of each diligence item reviewed by Purchaser.

Purchaser Option and Option Payment:

Purchaser is willing and able to post a non-contingent, hard deposit of Fifty-Five Million Dollars (\$55,000,000.00) in connection with this transaction immediately. However, based on the Seller's governmental process, Purchaser understands that it will not be able to post such deposit for at least 30 days after Seller gives notice of this transaction to the State legislature. Accordingly, in an effort to demonstrate Purchaser's commitment to this transaction, Purchaser will post a deposit pursuant to a separate agreement on the following terms (which includes the right of the Seller to retain the deposit in the event Purchaser fails to perform its obligations thereunder). Immediately upon the finalization of the form of

the "Purchase Agreement", as that term is defined below, and the "Leases", as that term is defined below, Purchaser shall deposit with Seller Five Million Dollars (\$5,000,000), which deposit shall be consideration for Purchaser having an option to purchase the Properties as described in an "Option Agreement" to be executed by Seller and Purchaser immediately after Purchaser is selected by Seller as the "Purchaser" under the Purchase Agreement. If within a reasonable time period after Seller obtains all governmental approvals to sell the Properties to Purchaser, Purchaser fails to mutually execute the Purchase Agreement and Leases, such Five Million Dollars (\$5,000,000) deposit shall become the property of Seller. If on the other hand, Purchaser executes the Purchase Agreement and the Leases, then Seller shall return such Five Million Dollars (\$5,000,000) deposit to Purchaser and Purchaser shall then post the Fifty-Five Million Dollar (\$55,000,000) non-contingent, hard deposit described in the next section. However, if Seller does not, within a reasonable time period, receive all necessary governmental approvals to sell the Properties to Purchaser, Seller shall refund the aforementioned Five Million Dollars (\$5,000,000) deposit to Purchaser.

Earnest Money Deposit:

Upon the full execution of the "Purchase Agreement" as that term is defined below, Purchaser would deposit Fifty-Five Million Dollars (**\$55,000,000**) as an earnest money deposit (the "Earnest Money Deposit") with First American Title and Escrow Company (the "Title Company"), **at which time the entire Earnest Money Deposit amount shall become non-refundable, and shall be fully applied to the Purchase Price at Closing.**

Closing:

Purchaser understands that the Seller is desirous of an expeditious closing of this purchase, and in that regard Seller is anticipating the execution of the Purchase Agreement on or about July 6, 2010. **Purchaser will close within ten (10) days following execution of the Purchase Agreement**, subject to the Seller's necessary governmental approvals and process.

Operating Leases:

We have reviewed the leases (the "Leases") that are in the transaction document center. We agree to adhere to the terms and conditions in the document center and will adhere to the operating leases for the Properties. Pursuant to discussions with the Seller's representative, we have prepared a list of recommended "minor" revisions to the lease form(s), attached hereto as Exhibit A. Please note that the "minor" revisions that appear on Exhibit A are the same "minor" revisions previously submitted to Seller. We confirm that our purchase is intended to comply with the operating lease standards under current FASB/GASB rules governing Operating Lease standards (*i.e.*, FAS 13, FAS 66 and FAS 98).

Purchase and Sale Agreement:

We have reviewed the draft Purchase and Sale Agreement (the "Purchase Agreement") prepared by the Seller, and have provided our comments and proposed "minor" modifications in a "redlined" version attached hereto as Exhibit B.

Interviews

Purchaser is available for the interview scheduled for Sunday, May 23rd.

- Operating Expenses:** We confirm that our proposed purchase price reconciles our analysis, review, and modification (as applicable) of the projected Year One Operating Budgets that are in the document center.
- Property Condition:** We have reviewed the Marx Okubo report.
- Plans and Specifications:** We acknowledge we have reviewed the information in the Building, Floor, Site Plans and Specifications for the Properties in the document center.
- Title Company:** The closing would take place through escrow at First American Title and Escrow Company.
- Title Policy:** Purchaser has reviewed the Preliminary Title Reports and underlying documents and ALTA surveys and there are no unapproved conditions. The Seller shall provide the Purchaser with fee simple ownership of the properties described herein.
- Commissions:** Purchaser warrants that Purchaser has dealt with no other Real Estate Broker in connection with this transaction other than CB Richard Ellis, Inc. ("Seller's Broker"). Purchaser is representing itself in this transaction. There is no real estate commission payable in connection with this transaction other than any commission(s) payable to Seller's Broker by Seller under separate agreement(s).
- Expiration of Proposal:** If the Seller has not executed and delivered this Proposal Letter to the Purchaser by 5:00 PM, Pacific Time, Friday, May 28, 2010, this Proposal Letter shall automatically terminate; provided, however, if the Seller extends the timeframe for selection of the potential buyer, then the expiration date of this Proposal Letter may be adjusted by the Purchaser as appropriate.
- Definitive Agreements:** Except for the immediately following paragraph regarding exclusivity (which shall become binding upon the Seller upon its execution and delivery of this Proposal Letter), none of the Purchaser, the Seller or any member of the Purchaser's consortium will be under any obligation (legal or otherwise) of any kind whatsoever by virtue of this Proposal Letter or any other written or oral expression, unless and until a definitive Contract is hereafter signed and delivered by the parties thereto. No definitive Contract shall be entered into unless it is satisfactory to both Purchaser and Seller, in their respective sole discretion.

We believe the Purchaser and its management team are uniquely positioned to provide the Seller with the greatest net proceeds from the sale of the Properties and to ensure the closure of the transaction in the shortest time possible. The team has considerable experience in managing the challenges related to State-owned real estate acquisition and financing, including direct experience in the privatization and financing of State buildings. Our team's unique knowledge of the Properties and their current financial structure gained through our direct personal experience acting on behalf of the Department of General Services and the State of California in underwriting the bond sales that financed the Properties (including financing four of the Properties in the Golden State Portfolio) will prove invaluable in ensuring that this transaction is closed in the shortest possible time frame. Furthermore, California First's team is comprised of a number of professionals with extensive experience in structuring

complex municipal finance refunding and defeasance strategies. Given that tax-exempt bonds are not being used to refund the outstanding bonds associated with the Golden State Portfolio, ***our team will be able to assist the State in the development of a variety of defeasance strategies to reduce the negative arbitrage associated with this transaction, thereby producing additional proceeds for the State.***

If the above terms are acceptable, please execute all of the originals of this Proposal Letter in the appropriate spaces provided and return one fully executed copy to our attention. Upon receipt of the executed Proposal Letter, Seller shall commence preparation of a proposed Contract and deliver the same to the Purchaser for review.

We require that you keep confidential and not discuss the existence or terms of this Proposal Letter or any negotiations between us without our prior written consent.

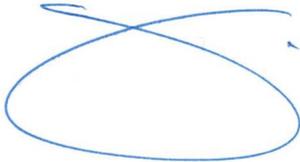
We are confident that these efforts will result in a successful transaction with the State of California, and we look forward to your favorable reply.

If you have any questions, please do not hesitate to contact:

Rich Mayo (M: 310-413-5405; rmayo@antarcticacapital.com)
Grover L McKean (M: 323-661-6655; GLMcKean@antarcticacapital.com)
Chandra R. Patel (M: 917-593-8387; crpatel@antarcticacapital.com).

Sincerely,

California First, LLC



Richard Mayo
Managing Partner

ACCEPTED AND AGREED TO:

State of California

Date: _____, 2010

By: _____

Print Name: _____

Its: _____

EXHIBIT A

Below please find our requested revisions to the gross lease, and, to the extent the triple-net lease contains the same provisions, such requested revisions are applicable to the corresponding sections of the triple-net lease as well.

1. Section 7 of the Lease. Lessor's notice addresses are as follows:

To the Lessor:

RICHARD M. MAYO
C/O ACRE, LLC
18401 VON KARMAN AVENUE, SUITE 260
IRVINE, CALIFORNIA 92612
Phone No. (949) 502-2905
FAX No. (949) 502-2997

With A Copy To:

ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
1901 AVENUE OF THE STARS, SUITE 1800
LOS ANGELES, CALIFORNIA 90067
ATTENTION: ANTON N. NATSIS, ESQ.
PHONE NO. (310) 788-2400
FAX NO. (310) 788-2410

2. Section 10 of the Lease. In order for this Lease to be financeable, Lessor requests a notice and cure right before State can invoke its self-help right regarding Lessor-provided services. Please see our suggested language below, which is redlined against the Lease language.

"In the event of failure by the Lessor to furnish any of the above services or supplies in a satisfactory manner, State shall provide written notice thereof to Lessor and Lessor's lender to the extent State has notice of such lender and its address (except in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, in which case no notice shall be required). If Lessor, or Lessor's lender on behalf of Lessor, fails to commence corrective action within a reasonable period of time, given the circumstances, after receipt of such notice (but in no event later than 30 days after receipt of such notice), as applicable, and thereafter diligently pursue such action to completion, then the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder."

3. Section 11(e) of the Lease. In order for this Lease to be financeable, Lessor requests a notice and cure right before State can invoke its self-help right regarding Lessor's repair

and maintenance obligations. Please see our suggested language below, which is redlined against the Lease language.

"In case Lessor (or Lessor's lender, on behalf of Lessor), after notice in writing (which written notice shall be given concurrently to Lessor's lender to the extent State has notice of such lender and its address) from the State requiring Lessor to comply with the requirements of this Section 11 in regard to a specified condition, shall fail, refuse or neglect to comply with such notice within a reasonable period of time, given the circumstances, after receipt of such notice (but in no event later than 30 days after receipt of such notice), as applicable, and thereafter diligently pursue such action to completion, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder."

4. Section 13 of the Lease – First Paragraph. Given the State's ability to install alterations without Lessor approval, Lessor requests approval over those alterations which may be reasonably anticipated to have a material and adverse affect on building systems and equipment. Please see our suggested language below, which is redlined against the Lease language.

"The State shall have the right during the existence of this lease to make alterations; attach fixtures; and erect additions, structures, or signs in or upon the Leased Premises except (i) structural alterations, and (ii) alterations which may be reasonably anticipated to have a material and adverse affect on the systems and equipment serving the Leased Premises, each of which must have Lessor's prior written approval, which shall not be unreasonably withheld, conditioned or delayed."

5. Section 13 of the Lease – Second Paragraph. In order for the Lease to be financeable, if State elects for Lessor to perform any State-requested alterations, Lessor requests to not have the obligation to supply the money for such alterations and then be reimbursed once the same are complete. Please see our suggested language below, which is redlined against the Lease language.

"In the event alterations, fixtures, additions, structures, or signs in or upon the Leased Premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed by the Lessor in accordance with plans and specifications provided by State. Lessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest responsible bidder unless otherwise designated by State. Lessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Lessor and any general contractor combined. Lessor shall render bills to State thirty (30) days prior to the date any payments related to the alterations are due (and State shall pay such amount to Lessor at least five (5) business days prior to the date such payments are due), during construction of the alterations, so as to enable Lessor to pay the architects, engineers,

general contractor, subcontractors, materialmen, suppliers, and any other vendors (including the overhead and profit percentage payable to Lessor and any general contractor pursuant to the immediately preceding sentence) in connection with such alterations without advancing Lessor's own funds. Within forty five (45) days after receiving Lessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to reimburse Lessor by a single total payment for the cost of such work."

6. Section 30 of the Lease. In order for the Lease to be financeable, Lessor requests that the estoppel certificate provision to be expanded to include commercially reasonable estoppel categories. Please see our suggested language below, which is redlined against the Lease language.

"Upon Lessor's written request, State shall deliver, within 10 days of such request, to Lessor or to any prospective purchaser or lender a written statement (Estoppel Certificate form attached as Exhibit "D" hereto) consisting of the following information:

- (a) The status of the lease.
- (b) An explanation of any default claims State may have against Lessor.
- (c) The term of the lease.
- (d) The monthly rental payable.

(e) Any other information reasonably requested by Lessor or such prospective purchaser or lender.

Any such certificate may be relied upon by any prospective purchaser or lender of all or any portion of the Leased Premises."

7. Section 31 of the Lease. As a practical matter, Lessor requests that it be permitted to carry its insurance policies under blanket policies. Please see our suggested language below, which is redlined against the Lease language.

"Lessor shall, at its sole cost and expense, furnish to the State a certificate of insurance with the State's Lease Number _____ indicated on the face of said certificate, issued to State with evidence of insurance as follows (provided that any or all of Lessor's insurance hereunder may be provided by blanket coverage maintained by Lessor or any affiliate of Lessor under its insurance program for its portfolio of properties):"

8. Section 31(g)(6) of the Lease. In order for this Lease to be financeable, Lessor requests a notice and cure right before State can terminate the Lease due to Lessor's failure to carry insurance. Please see our suggested language below, which is redlined against the Lease language.

" In the event Lessor fails to keep in effect at all times the specified insurance coverage, Tenant shall provide written notice thereof to Lessor and Lessor's lender to the extent

State has notice of such lender and its address. If Lessor, or Lessor's lender, on behalf of Lessor, fails to comply with the terms of this Section 31 within 30 days after receipt of such notice, as applicable, then the State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease."

9. Section 32 of the Lease. In order for the Lease to be financeable, Lessor requests that the non-disturbance and subordination agreement provision to be expanded to include commercially reasonable changes to the form attached to the Lease as required by the lender. Please see our suggested language below, which is redlined against the Lease language.

" Lessor shall deliver to State, concurrently with the execution of the Lease by Lessor and State, Non-Disturbance and Subordination Agreements, in the Form attached as Exhibit "E" hereto (together with any commercially reasonable modifications thereto required by any lender), from any and all mortgage holders or lien holders ("Lenders") of Lessor then in existence. Any obligation to subordinate State's interest in the Lease to future Lenders shall be conditioned upon State receiving a Non-Disturbance and Subordination Agreement in conformance with the Form attached as Exhibit "E" hereto (together with any commercially reasonable modifications thereto required by any lender)."

10. Section 35(b) of the Lease. We noticed that a clean-up change regarding the timing of State's refusal right needed to be made to the State's benefit. Please see our clean-up change below, which is redlined against the Lease language.

"Right of First Refusal: If, at any time which is at least ninety (90) days prior to the then applicable scheduled lease termination date under the Lease term or any extensions thereto, the Lessor receives a bona fide offer from an unaffiliated third party to purchase the Lessor's Interest in the Property that the Lessor wishes to accept, Lessor will, prior to unconditionally accepting such offer, notify the State thereof in a written Offer Notice setting forth in detail the complete terms, provisions, and conditions thereof."

11. Section 35(c) of the Lease. In order for the Lease to be financeable, Lessor requests that an additional exclusion for a lender foreclosure be added to the exclusions to State's right of first offer and right of first refusal. Please see our suggested language below, which is redlined against the Lease language.

"Exclusions to State's Right of First Offer and Right of First Refusal: State's Right of First Offer and Right of First Refusal shall not apply in the event (i) Lessor desires to sell the Leased Premises and the property of which it is a part to any existing or future Affiliate of Lessor (An Affiliate which shall mean any entity which controls, is controlled by, or is under common control with Lessor or any entity resulting from a reorganization of or a merger or consolidation with Lessor or any entity which acquires, or will acquire (prior to the closing date of the sale of the Leased Premises and the property of which it is a part) substantially all of the assets of Lessor's business), or (ii) of a foreclosure by any lender which is the beneficiary of a mortgage, deed of trust or other security instrument

which is secured by all or any portion of the Leased Premises (provided that State's Right of First Offer and Right of First Refusal shall apply to any subsequent sale of the Property or to any third-party purchaser of the Property at a foreclosure sale). In the event Lessor intends to implement such a sale or transfer of the Leased Premises and property of which it is a part to such an Affiliate, at least twenty (20) business days prior to the closing of such a sale or transfer to an affiliate, Lessor shall deliver to State a written affidavit, executed by an individual authorized to act on behalf of Lessor in such matters, confirming that that the applicable sale or transfer to an affiliate is in fact not a sale of the Leased Premises and property of which it is a part to an unaffiliated third party.

12. Section 37 of the Lease. Given that LEED certification depends on many different factors and is determined by a third party outside of Lessor's control, Lessor requests that it only be required to use commercially reasonable efforts to achieve and maintain LEED Gold certification. Please see our suggested language below, which is redlined against the Lease language.

"The Lessor, at its sole cost and expense, shall use commercially reasonable efforts to operate and maintain the Leased Premises so that it is certified by the U.S. Green Building Council LEED (LEED) requirements as LEED Gold, and shall use commercially reasonable efforts to ~~be re-commissioned and recertified by Lessor,~~ at Lessor's sole cost and expense, the Leased Premises to LEED Gold or better every five (5) years. Lessor shall use commercially reasonable efforts to cause aAny tenant improvements which are designed and constructed by Lessor ~~will be designed and~~ to be certified to LEED-CI Silver or better standards."

13. Section 2 of Exhibit C attached to the Lease. In order for the Lease to be financeable, if the Lease is terminated as an event of a casualty and State exercises its purchase option, the purchase price cannot be lower than the amount of debt which currently encumbers the Leased Premises (which debt shall be reduced by any insurance proceeds). Please see our suggested language below, which should be inserted following the last paragraph of Section 2 of Exhibit C attached to the Lease.

"Notwithstanding any provision in this Section 2 to the contrary, the value of the Leased Premises shall be at least (i) the total amount of debt which is attributable to and encumbers the Leased Premises, less (ii) the total amount of insurance proceeds attributable to the Leased Premises and actually received by Lessor."

EXHIBIT B

**PURCHASE AND SALE
AGREEMENT**

BETWEEN

**THE STATE OF CALIFORNIA
ACTING BY AND THROUGH ITS
DEPARTMENT OF GENERAL SERVICE**

**as
“SELLER”**

AND

**as
“PURCHASER”**

DATED AS OF JULY __, 2010

THIS DRAFT PURCHASE AGREEMENT IS PROVIDED FOR POTENTIAL BUYERS TO CONSIDER AS PART OF THEIR DUE DILIGENCE AND UNDERWRITING EFFORTS. THE STATE RESERVES THE RIGHT TO MAKE MODIFICATIONS DURING THE BID SUBMISSION, EVALUATION AND NEGOTIATING PHASES.

TABLE OF CONTENTS

EXHIBIT A-A10 - Legal Descriptions Of Land and Improvements
EXHIBIT B Reserved
EXHIBIT C - Form of Deed
EXHIBIT D - D10-Forms of Lease of Land and Improvements
EXHIBIT E - Form of FIRPTA Affidavit

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of July __, 2010 (the "Effective Date"), is made by and between the State of California acting by and through its Department of General Services ("DGS" or "Seller"), and _____ ("Purchaser").

The State of California is the owner or has the right to own the Properties described in section 1.1 below.

Certain Properties, or interests in the Properties (described in sections 1.1.4-1.1.8, and collectively referred to as the "JPA Properties"), are owned by joint powers authorities ("JPA's") pursuant to agreements ("JPA Agreements") between the Seller and other governmental agencies, and leased by the Seller pursuant to various leases ("JPA Lease Purchase Agreements"). These Properties or interests in the Properties, along with the JPA Lease Purchase Agreements, serve as security for bonds issued by the JPA's to finance the acquisition and construction of the Improvements. Pursuant to the terms of the JPA Agreements and/or JPA Lease Purchase Agreements, upon the deposit of funds sufficient to defease and/or redeem the bonds, title to the Properties will vest in the State of California and/or its designee. Seller has obtained all approvals from the JPA's in order to defease and/or redeem the bonds on the JPA Properties. Seller has notified the Oakland State Building Authority of its intent to exercise its option to purchase pursuant to Section 3.7 of the Lease Purchase Agreement between the Oakland State Building authority and Seller, and pursuant to section 3.7 (b) the closing on the exercise of the option cannot occur until October 1, 2010. An amendment to the joint powers agreement for the Oakland State Building Authority is being processed and is expected to occur by July 1, 2010, and such amendment will allow for a closing prior to October 1, 2010. [Note: If the amendment is accomplished prior to the Effective Date, which will be after all the approvals have been obtain and the 30 day notice period to the legislature has expired, then the language highlighted in yellow will be deleted.]

Certain Properties, or interests in the Properties (described in sections 1.1.9-1.1.12, and collectively the "SPWB Properties"), are owned by the State of California. The SPWB Properties are subject to agreements between the Seller and the State Public Works Board ("SPWB") and leased by the Seller pursuant to various leases ("SPWB Facility Lease Agreements"). These Properties or interests in the Properties, along with the SPWB Facility Lease Agreements, serve as security for bonds issued by the SPWB to finance the acquisition and/or construction of the Improvements. Pursuant to the terms of the JSPWB Facility Lease Agreements, upon the deposit of funds sufficient to defease and/or redeem the bonds, title to the Properties will vest in the State of California. Seller has obtained all approvals from the SPWBs in order to defease and/or redeem the bonds on the SPWB Properties.

To the extent that the bonds on one or more of the individual "Properties," as that term is defined in Section 1.1 below, are not timely defeased and/or redeemed, or the closing of the purchase option with respect to the Oakland State Building Authority fails to occur, in each case,

resulting in the inability to transfer such Properties to Purchaser as contemplated herein (such Properties, the "**Unavailable Properties**"), Purchaser shall continue to have the right to purchase the balance of the Properties (such Properties, the "**Available Properties**"), provided that the Purchase Price then payable shall be reduced by the amounts allocated to such Unavailable Properties in Section 2.1 below ("**UP Allocated Amounts**"). If Purchaser so elects to purchase the Available Properties, then Purchaser shall be entitled, but not obligated, to require that Seller execute and place into escrow the conveyance documents relating to the Unavailable Properties, in which event Purchaser shall deposit into escrow the UP Allocated Amounts, and upon the completion of the defeasance or redemption of the Unavailable Properties, the applicable UP Allocated Amounts shall be credited against the Purchase Price and delivered to Seller and the conveyance documents shall be recorded and delivered to Purchaser.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: First line: 0.5"

Pursuant to the provisions and requirements of Government Code Section 14670.13, the Seller is authorized to sell the Real Properties subject to terms and conditions deemed in the best of interest of the State by the Director of DGS. Seller has submitted notice of this Agreement as required by Section 14670.13.

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

SECTION 1 **PURCHASE AND SALE**

1.1 Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the following properties (collectively, the "Properties"):

1.1.1 That certain parcel of land located in the City of Rancho Cordova, Sacramento County, California, with the following street address: _____, 3650 Schriever Avenue, which is legally described on Exhibit A, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the "Land" and referred to herein as the "Cal EMA Building");

1.1.2 That certain parcel of land located in the City of Sacramento, Sacramento County, California, with the following street address: _____, 4949 Broadway, which is legally described on Exhibit A-1, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the "Land" and referred to herein as the "DOJ Building");

1.1.3 That certain parcel of land located in the City of Santa Rosa, _____ Sonoma County, California, with the following street address: _____, 50 D Street, which is legally described on Exhibit A-2, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the "Land" and referred to herein as the "Rattigan Building");

1.1.4 That certain parcel of land located in the City and County of San Francisco, California, with the following street address: _____, 350 McAllister Street / 455

Golden Gate Avenue, which is legally described on Exhibit A-3, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “Civic Center Complex”);

1.1.5 That certain parcel of land located in the City and County of San Francisco, California, with the following street address: _____, 505 Van Ness Avenue, which is legally described on Exhibit A-4, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “PUC Building”);

1.1.6 That certain parcel of land located in the City of Oakland, Alameda County, California, with the following street address: _____, 1515 Clay Street, which is legally described on Exhibit A-5, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “Elihu Harris Building”);

1.1.7 That certain parcel of land located in the City of Los Angeles, Los Angeles County, California, with the following street address: _____, 320 W. 4th Street, which is legally described on Exhibit A-6, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “Junipero Serra Building”);

Formatted: Superscript

1.1.8 That certain parcel of land located in the City of Los Angeles, Los Angeles County, California, with the following street address: _____, 300 S. Spring Street, which is legally described on Exhibit A-7, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “Reagan Building”);

1.1.9 That certain parcel of land located in the City of Sacramento, Sacramento County, California, with the following street address: _____, 1300 I Street, which is legally described on Exhibit A-8, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “Attorney General Building”);

1.1.10 That certain parcel of land located in the City of Sacramento, Sacramento County, California, with the following street address: _____, 1430 N Street / 1500, 1501, 1615, 1616 Capitol Avenue, which is legally described on Exhibit A-9, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “East End Complex Buildings”);

1.1.11 That certain parcel of land located in the City of Sacramento, Sacramento County, California, with the following street address: _____, 9645 Butterfield Way, which is legally described on Exhibit A-10 and A-11, together with any and all hereditaments, privileges and easements belonging thereto (collectively, the “Land” and referred to herein as the “FTB Buildings”); and

1.1.12 The buildings, structures, improvements and fixtures located on the Land (collectively, the “Improvements”); the Land and the Improvements are collectively referred to as

the “Real Property”).

1.2 There is no personal property and intangible property, including but not limited to Seller’s cash, accounts and funds and the property of tenants and the property manager, public art, tools, furniture, _____ (the “Personal Property”) if any, owned by Seller, located at the Real Property, or used solely in connection with Seller’s ownership and operation of the Real Property (the “Personal Property”) that will be transferred to Purchaser.

1.3 There are no assignable service contracts, warranties, licenses, franchises, and permits related to the Property (collectively, the “Contracts”)that will be transferred to Purchaser.

1.4 The Seller and Purchaser agree, at Closing, to enter into leases for the Real Property in accordance with the terms, conditions and in the form attached as Exhibit D-D10 (the “Leases”).

1.5 Seller and Purchaser acknowledge and agree that Seller has pre-existing leases with third parties and that Seller shall have the right to continue those leases and to enter into new leases in accordance with the terms and conditions of the Leases, and that Seller shall have the right to collect all rents from such parties.

SECTION 2

PURCHASE PRICE

2.1 Purchase Price; Delivery. Purchaser shall pay to Seller, as the purchase price for the Properties, the amount of _____ Two Billion Two Hundred Fifty Million Dollars (~~\$(_____)~~ ~~(\$2,250,000,000)~~ (the “Purchase Price”), which shall be apportioned as follows:

<u>Cal EMA Building</u>	<u>\$44,082,566</u>
<u>DOJ Building</u>	<u>\$78,980,234</u>
<u>Rattigan Building</u>	<u>\$15,919,032</u>
<u>Civic Center Complex</u>	<u>\$371,230,219</u>
<u>PUC Building</u>	<u>\$95,814,382</u>
<u>Elihu Harris Building</u>	<u>\$194,582,110</u>
<u>Junipero Serra Building</u>	<u>\$102,280,690</u>
<u>Reagan Building</u>	<u>\$178,877,768</u>
<u>Attorney General Building</u>	<u>\$146,409,920</u>
<u>East End Complex Buildings</u>	<u>\$519,640,934</u>

FTB Buildings	\$502,182,144	Cal EMA Building	\$
DOJ Building	\$		
Rattigan Building	\$		
Civic Center Complex	\$		
PUC Building	\$		
Elihu Harris Building	\$		
Junipero Serra Building	\$		
Reagan Building	\$		
Attorney General Building	\$		
East End Complex Buildings	\$		
FTB Buildings	\$		

2.1.1 Initial Deposit. Within one (1) Business Day (as defined in Section 9.6) following the Effective Date, Purchaser must deposit with First American Title and Escrow Company (title company), whose address is listed in Section 9.1 (“Escrow Agent”), the amount of Fifty Five Million Dollars (~~(\$~~ (\$55,000,000)) (together with any accrued interest and as it may be increased in accordance with Section 2.1.2, the “Earnest Money”). This Agreement shall automatically terminate if Purchaser does not deposit the Earnest Money with Escrow Agent by such date.

2.1.2 Balance of the Purchase Price. Subject to the adjustments set forth in Sections 5.3 and 5.4, Purchaser shall deliver the balance of the Purchase Price to Escrow Agent as confirmed by Escrow Agent before the close of business on the last Business Day immediately before Closing Date (as defined in Section 5.1). The deposit shall be made by wire transfer of immediately available funds in accordance with the terms and conditions of this Agreement and in accordance with the amount stated on the Settlement Statement (as defined in Subsection 5.5.9).

SECTION 3.

DELIVERIES, INSPECTION AND REPRESENTATIONS

3.1 Inspection

3.1.1 No Contingency. Purchaser has inspected the Real Properties and has determined that the Real Property is suitable to purchase in Purchaser’s sole discretion. The Earnest Money shall, except as otherwise specifically set forth herein, be non-refundable to

Purchaser and Purchaser shall be conclusively deemed to have approved all aspects of the Property.

3.1.2 Deliveries. Seller has already (i) delivered to Purchaser copies of, (ii) made available for inspection by the Purchaser at the offices of the Seller or its property manager, and/or (iii) provided Purchaser with access to a website with the following (to the extent such materials are in Seller's possession):

- (a) The most current survey of the Property (the "Existing Survey");
- (b) Seller's owner's policy of title insurance with respect to the Real Property (the "Prior Title Policy");
- (c) Estimated year 1 operating budgets showing estimated revenues and operating expenses of the Property for the first fiscal year;
- (d) Plans, specifications and drawings for the Property;
- (f) Copies of the Form of Leases; and
- (g) any existing physical inspection or environmental reports prepared at Seller's request.
- (f) insert anything else we have provided/

(the above, as well as any other documents or information provided by Seller to Purchaser, the "Property Documents"). By executing this Agreement, Purchaser is acknowledging receipt and/or access to all of the Property Documents.

3.1.3 Copies of Documents for Inspection. Purchaser, at its expense, may make copies of the Property Documents. If this Agreement is terminated for any reason prior to Closing, Purchaser shall promptly return all Property Documents (and any copies thereof) in its possession or control to Seller.

3.1.4 No Representations as to Property Documents. Purchaser acknowledges that the Property Documents and any other information provided by Seller or its agents to Purchaser, are provided or made available for inspection with no representations or warranties as to the truth, accuracy, completeness, methodology of preparation of the Property Documents, or otherwise, of any kind, including without limitation any reports or audits or any other materials, data or other information supplied to Purchaser in connection with Purchaser's inspection of the Property. Seller expressly disclaims any such representation or warranty. Purchaser acknowledges that the Property Documents are provided only for Purchaser's convenience as a starting point for commencing Purchaser's own examination of the Property. Purchaser agrees that it will rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on the Property Documents supplied by Seller. Purchaser expressly disclaims any intent and waives any right to rely on any of the Property Documents provided to it by Seller, and agrees that it shall rely solely on its own independently developed or verified information.

3.1.5 Right of Entry; Limitations.

(a) Right of Entry. Purchaser and its employees, agents and independent contractors, at Purchaser's sole risk, shall have from and after the Effective Date the right to enter the Property during normal business hours and upon prior notice to Seller to inspect the same, perform surveys, engineering studies, environmental assessments, and other tests and for other investigations and activities consistent with the purposes of this Agreement. Purchaser must provide Seller with at least forty-eight (48) hours prior notice of any such entry and Seller has the right to be present during any such entry and to observe any survey, testing or other investigation. Purchaser is solely responsible for the costs of any such entry, survey, testing, investigation and restoration, and shall indemnify Seller against any cost thereof.

(b) Limitations. Purchaser must not, under any circumstances, compromise or affect the structural integrity of the Improvements or violate any applicable law, rule or regulation. Neither Purchaser nor any of its agents, representatives or independent contractors may contact any tenant at the Property or Seller's service providers and vendors unless Seller has been given reasonable prior notice and, (i) a representative for Seller is present during any such contact or communication, or (ii) Seller has waived, in writing (which writing may be by email), its right to be present during such meeting. Purchaser must obtain Seller's prior written approval, which Seller may withhold in its sole and absolute discretion, of the scope and method of any physically intrusive inspection, testing or investigation of the Property, including, but without limitation, any inspection which would involve taking subsurface borings or related investigations, and any inspection that would alter the physical condition of the Property. The right of entry granted in this Agreement is subject to the rights of any grantees under any existing easements (recorded and unrecorded) and the rights of tenants of the Property, and Purchaser shall not interfere with the rights of such grantees and tenants.

(c) Restoration and Indemnity. Purchaser shall restore the Property to its condition existing immediately prior to Purchaser's inspection thereof. Purchaser agrees to indemnify, defend and hold harmless Seller, its members, agents, employees, officers, directors, affiliates, counsel, advisors and asset managers for any loss, liability, claims, damage, cost or expense arising out of or in connection with Purchaser's or its agents acts on the Property including, but not limited to, mechanic's and materialmen's liens filed against Seller or the Property and Purchaser's failure to restore the Real Property as required in this Subsection 3.1.5(c). Purchaser's obligations pursuant to this Subsection shall survive and be enforceable after the Closing or earlier termination of this Agreement.

(d) Copies of Reports. If Purchaser does not purchase the Real Properties, Purchaser shall deliver copies of any final reports Purchaser obtains in connection with such inspection to Seller, including, without limitation, any Phase I environmental site assessment performed by or on behalf of Purchaser. Any such delivery shall be made without recourse to Purchaser nor any representation or warranty from Purchaser.

(e) Insurance. Purchaser shall maintain a policy of comprehensive general liability insurance, with a single combined limit of not less than Two Million Dollars (\$2,000,000), insuring all activity and conduct of Purchaser and its agents, representatives and independent contractors during any such entry, including contractual liability coverage. Seller

shall be named as additional insured on such comprehensive general liability policy, and Purchaser shall provide proof of such insurance to Seller, in a form reasonably acceptable to Seller, prior to any such entry.

(f) Governmental Approvals. Nothing contained in this Agreement shall be construed as authorizing Purchaser to apply for a zoning change, variance, subdivision maps, lot line adjustment, or other discretionary governmental act, approval or permit with respect to the Property prior to the Closing, and Purchaser agrees not to do so. Purchaser agrees not to submit any reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms, or energy conservation checklists to any governmental agency, or any amendment or modification to any such instruments or documents prior to the Closing, except to the extent required to do so under applicable law. Purchaser's obligation to purchase the Real Properties is not subject to or conditioned upon Purchaser's obtaining any variances, zoning amendments, subdivision maps, lot line adjustment or other discretionary governmental act, approval or permit.

3.2 Title and Survey.

3.2.1 Title Commitment. Prior to the Effective Date, Seller obtained, from First American Title and Insurance Company (the "Title Company" and "Escrow Agent"), and delivered to Purchaser a C.L.T.A. commitment for a standard owner's policy of title insurance as well as an A.L.T.A. commitment for a policy of title insurance (the "Title Commitments") with respect to the Real Property issued by the Title Company, along with a copy of each instrument listed as an exception thereon. The contact for the Title Company is Ms. Valerie Curry, Assistant Vice President, 777 S. Figueroa Street, Suite 400, Los Angeles, California 90017; Direct: (213) 271-1731, Email: vcurry@firstam.com.

3.2.2 Title Objections. Purchaser has examined the Title Commitments and the Existing Survey and there are no unapproved conditions. The matters shown in the Title Commitment and the Existing Survey shall be referred to as "Approved Title Matters."

3.2.3 "Permitted Encumbrances" means: (a) all of the Approved Title Matters; (b) all matters which would be disclosed by a current survey of the Real Property; (c) all matters of public record; and (d) any Purchaser's Title Objections that remain uncured as of the Closing Date.

3.2.4 Purchaser may, at or prior to Closing, notify Seller in writing of any additional objections to title to the Real Property (a) raised by the Title Company between the Title Approval Date and the Closing, and (b) not disclosed by the Title Company or otherwise known to Purchaser prior to the Effective Date, provided that Purchaser must notify Seller of such new objection to title within two (2) Business Days of obtaining notice or knowledge of the existence of such matter (the "Title Objection Notice"). The Title Objection Notice shall state with specificity the reasons for Purchaser's objection and the curative steps requested by Purchaser which would remove the basis for Purchaser's objection. Seller shall notify Purchaser of whether it intends to cure any or all of Purchaser's Title Objections within two (2) Business Days of receipt of a Title Objection Notice. If Seller fails to notify Purchaser of whether or not it

intends to cure any or all of the Purchaser's Title Objections within such two (2) Business Day period, Seller shall be deemed to have notified Purchaser that it will not cure any of Purchaser's Title Objections. If Seller confirms in writing that it will cure some or all of Purchaser's Title Objections, Seller is allowed until the Closing Date to cure Purchaser's Title Objections, but has no obligation to do so. If Seller agrees to cure of any of Purchaser's Title Objections and such cure is not completed prior to the Closing Date, or if Seller notifies Purchaser that it does not intend to cure all of Purchaser's Title Objections or is deemed to have elected not to cure Purchaser's Title Objections, then, by providing written notice of Purchaser's election within one (1) Business Day Purchaser's receipt of Seller's notice or deemed notice, or on the Closing Date with respect to any matter which Seller agrees to cure but remains uncured on Closing Date, whichever is applicable, Purchaser may elect to do one of the following:

- (a) Terminate this Agreement and receive a refund of the Earnest Money in which case neither party shall have any further liability to the other except for Surviving Obligations; or
- (b) Terminate this Agreement with respect to only the Real Property that is the subject of the Title Objection Notice, in which case neither party shall have any further liability to the other with respect to such Real Property except for Surviving Obligations, and proceed to purchase the balance of the Real Property; or
- (c) Waive one or more of the uncured Purchaser's Title Objections and proceed to Closing.

If Purchaser does not give notice of its election to terminate this Agreement under Subsection 3.2.4(a) or to proceed to Closing under Subsection 3.2.4(b) to be effective within said one (1) Business Day period, or on the Closing Date with respect to any matter which Seller agrees to cure but remains uncured on Closing Date, Purchaser shall be deemed to have elected to waive Purchaser's Title Objections and proceed to Closing under Subsection 3.2.4(b).

The Closing Date shall be extended to accommodate the cure and response periods set forth in Section 3.2.4 and to occur one Business Day after the expiration of the last of such cure and response periods if this Agreement is not terminated pursuant to Section 3.2.4.

SECTION 4 **REPRESENTATIONS AND WARRANTIES**

4.1 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that as of the Effective Date and as of Closing:

4.1.1 Authority. Purchaser is a _____, duly organized and in good standing under the laws of the State of California, and has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder, and Purchaser has obtained all necessary corporate, partnership, limited liability company, or other organizational authorizations required in connection with the

execution, delivery and performance of this Agreement and the transaction contemplated herein and has obtained the consent of all entities and parties (whether private or governmental) necessary to bind Purchaser to this Agreement.

4.1.2 No Conflicts. Neither the execution nor the delivery of this Agreement, nor the consummation of the purchase and sale transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions or provisions of any agreement or instrument to which Purchaser is a party or by which Purchaser or any of Purchaser's assets is bound.

4.1.3 Litigation. There is no action, suit or proceeding pending or threatened against Purchaser in any court or by or before any other governmental agency or instrumentality which would materially and adversely affect the ability of Purchaser to carry out the transactions contemplated by this Agreement.

4.1.4 Bankruptcy. Purchaser has no threatened, pending or actual (i) general assignments for the benefit of creditors, (ii) involuntary petitions in bankruptcy or involuntary petitions by Purchaser's creditors, (iii) appointments of a receiver to take possession of all or substantially all of Purchaser's assets, (iv) attachments or other judicial seizure of all, or substantially all, of Purchaser's assets, (v) inability to pay its debts as they come due, or (vi) offers of settlement, extension or composition to its creditors generally.

4.1.5 Due Diligence Representation. Purchaser represents and warrants to Seller that Purchaser (i) is an experienced and sophisticated purchaser of properties such as the Property, (ii) is specifically familiar with the Property, and (iii) has inspected and examined, ~~or prior to the Due Diligence Contingency Date will inspect and examine~~, all aspects of the Property and its current condition that Purchaser believes to be relevant to its decision to consummate its purchase of the Property. ~~Purchaser acknowledges that Seller does not occupy the Property. Accordingly, as to many potentially relevant facts concerning the Property, Seller is not in a position to have any more knowledge of the Property than Purchaser, and through the due diligence process Purchaser can be expected to obtain greater knowledge concerning the Property than is currently held by Seller.~~

This Section 4.1 shall survive the Closing or earlier termination of this Agreement.

4.2 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that as of Closing:

4.2.1 Authority. Seller is a ~~limited liability company~~ _____, duly organized and in good standing under the laws of the State of California and qualified to conduct business in the State of California, and has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder, and Seller has obtained all necessary corporate, partnership, limited liability company, or other organizational authorizations required in connection with the execution, delivery and performance of this Agreement and the transaction contemplated herein and has obtained the consent of all entities and parties (whether private or governmental) necessary to bind Seller to this Agreement.

4.2.2 Bankruptcy. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

4.2.3 Condemnation. Seller has not received written notice of any condemnation proceedings which would materially impair the current use and operation of the Property.

4.2.4 Litigation. Except for matters covered by insurance, no litigation has been served upon Seller, nor to Seller's Knowledge (as defined in Section 4.2.7) has been filed, nor has Seller received written notice of any threatened litigation that will have a material adverse affect on Seller's ability to consummate the transaction contemplated by this Agreement.

4.2.5 Not Foreign Person. Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

4.2.6 Violations. To Seller's Knowledge, ~~Seller has not received any written notice from any governmental authority that~~neither the Property, nor any portion thereof, is in material violation of any law, rule or regulation affecting the Property which has not been cured as of the Effective Date, or if such matter arises after the Effective Date, as of the Closing Date.

4.2.7 Right to Update. Prior to the Closing Date, Seller may notify Purchaser in writing of any facts, conditions or circumstances which come to Seller's Knowledge ~~that occur after the Effective Date~~ that render any of the representations and warranties set forth in this Section 4.2 in any way inaccurate, incomplete, incorrect or misleading. In the event of any update to Seller's warranties and representations, Seller shall not be in default hereunder and shall have no liability as a result thereof. If an updated representation or warranty has a material adverse affect on the current use of the Property or Seller's ability to consummate the transaction contemplated by this Agreement, Purchaser's sole right and remedy as a result thereof shall be the right to terminate this Agreement as to the affected Property by giving written notice thereof to Seller, and thereupon ~~the Earnest Money shall be refunded to Purchaser and~~ neither party shall have any further rights or obligations, hereunder, as to the affected Property, except for Surviving Obligations. The warranties and representations set forth in this Section 4.2 shall survive Closing for a period of six (6) months. "To Seller's Knowledge" means the present actual (as opposed to constructive or imputed) knowledge solely of _____, without any independent investigation or inquiry whatsoever. Such individuals are named in this Agreement solely for the purpose of establishing the scope of Seller's knowledge. Such individuals shall not be deemed to be parties to this Agreement nor to have made any representations or warranties hereunder, and no recourse shall be had to such individuals for any of Seller's representations and warranties hereunder (and Purchaser hereby waives any liability of or recourse against such individuals). "To Purchaser's Knowledge" means the present actual (as opposed to constructive or imputed) knowledge solely of Mr. Rich Mayo and Mr. Chandra Patel, without any independent investigation or inquiry whatsoever. Such individuals are named in this Agreement solely for the purpose of establishing the scope of Purchaser's

knowledge. Such individuals shall not be deemed to be parties to this Agreement nor to have made any representations or warranties hereunder, and no recourse shall be had to such individuals for any of Purchaser's representations and warranties hereunder (and Seller hereby waives any liability of or recourse against such individuals).

4.3 "AS IS" SALE PURCHASER ACKNOWLEDGES THAT IT WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY, AND THAT PURCHASER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. SUBJECT ONLY TO THE TERMS OF SECTIONS 4.2, 6.1 AND 6.2, PURCHASER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS" "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITHOUT ANY RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE. PURCHASER FURTHER AGREES, EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.2, TO ACCEPT THE PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION AS TO THE: (A) VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY; (B) INCOME DERIVED FROM THE PROPERTY; (C) MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (D) COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY; (E) MANNER OR QUALITY OF CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (F) MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (G) THE ENVIRONMENTAL CONDITION OF THE PROPERTY; OR (H) ANY OTHER MATTER REGARDING THE PROPERTY, AND SELLER EXPRESSLY DISCLAIMS EACH AND EVERY SUCH REPRESENTATION AND WARRANTY. THE PROVISIONS OF THIS SECTION 4.3 SHALL SURVIVE THE CLOSING.

4.4 RELEASE; INDEMNITY EXCEPT FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT, PURCHASER RELEASES SELLER AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, AND ANY PARTY RELATED TO OR AFFILIATED WITH SELLER, AND THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "SELLER RELATED PARTIES") FROM AND AGAINST ANY AND ALL DEMANDS AND CLAIMS AT LAW OR EQUITY, WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER AND THEIR RESPECTIVE REPRESENTATIVES, SUCCESSORS AND ASSIGNS (EACH A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATING TO OR IN CONNECTION WITH THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE DOCUMENTS AND INFORMATION REFERRED TO IN THIS AGREEMENT, THE LEASES AND THE TENANTS, THE CONTRACTS, ANY CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION AND ANY ENVIRONMENTAL CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY CONDITION OF ENVIRONMENTAL CONTAMINATION AT, UNDER, IN, ABOVE OR ABOUT THE REAL PROPERTY BY "HAZARDOUS SUBSTANCES" (DEFINED BELOW), HOWEVER AND WHENEVER OCCURRING, AND ANY OTHER CONTAMINATION BY HAZARDOUS

SUBSTANCES OF THE SOIL OR SURFACE OR GROUND WATER AT, UNDER, IN, ABOVE OR ABOUT THE REAL PROPERTY, THE PRIOR, PRESENT OR FUTURE EXISTENCE OF ANY UNDERGROUND OR ABOVEGROUND STORAGE TANKS (INCLUDING ALL ATTENDANT PIPING, PRODUCT DISPENSERS, AND OTHER SYSTEMS) AT, UNDER OR IN THE VICINITY OF ANY PART OF THE REAL PROPERTY, AND THE VIOLATION OR ALLEGED VIOLATION BY SELLER OR ANY PRIOR OWNER, TENANT, SUBTENANT OR OTHER USER OF ANY PART OF THE REAL PROPERTY, OR BY ANY CONTRACTOR OR AGENT OF SELLER, OF ANY ENVIRONMENTAL LAW (DEFINED BELOW) APPLICABLE TO THE REAL PROPERTY OR THE USE OR OCCUPANCY OF ANY PORTION OF THE REAL PROPERTY, OR OTHER CONDITIONS AFFECTING THE REAL PROPERTY OR ANY PORTION THEREOF. WITHOUT LIMITING THE SCOPE OR GENERALITY OF THE FOREGOING WAIVER AND RELEASE PROVISIONS, THOSE PROVISIONS SHALL SPECIFICALLY INCLUDE AND COVER (X) ANY CLAIM FOR OR RIGHT TO INDEMNIFICATION, CONTRIBUTION OR OTHER COMPENSATION BASED ON OR ARISING OUT OF ANY ENVIRONMENTAL LAW NOW OR LATER EXISTING OR RELATING TO LIABILITY OF PROPERTY OWNERS, OPERATORS OR OTHER USERS FOR ENVIRONMENTAL MATTERS, AND (Y) ANY ENVIRONMENTAL CLAIM BASED ON TRESPASS, NUISANCE, WASTE, NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY, INDEMNIFICATION OR CONTRIBUTION ARISING UNDER THE COMMON LAW OF THE STATE OF CALIFORNIA (OR ANY OTHER APPLICABLE JURISDICTION). THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE OF THE SELLER PARTIES. PURCHASER ACKNOWLEDGES THAT THE FOREGOING ACKNOWLEDGMENTS, RELEASES AND WAIVERS, INCLUDING WITHOUT LIMITATION THE WAIVER OF THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WERE EXPRESSLY BARGAINED FOR. THE WORD "CLAIMS" MEANS ALL CAUSES OF ACTION, CONTRACT RIGHTS, DEBTS, DEMANDS, INDEMNITIES, LIABILITIES, OBLIGATIONS OF ANY KIND, AND RIGHTS OTHERWISE ARISING BY CONTRACT AND/OR OPERATION OF LAW, WHETHER KNOWN OR UNKNOWN TO THE RELEASING PARTY, AND EXISTING AS OF THE DATE OF THIS AGREEMENT OR ARISING FROM AND AFTER THE DATE OF THIS AGREEMENT. THE PARTIES HERETO UNDERSTAND AND INTEND THAT NO RELIEF MAY BE HAD AS TO ANY RELEASED CLAIMS WHETHER BY ACTUAL DAMAGES, AWARD, DECLARATORY RELIEF, INJUNCTION, NOMINAL DAMAGES, OFFSET, PUNITIVE DAMAGES OR RECOVERY IN ANY FORM. AS USED IN THIS AGREEMENT, THE TERM "ENVIRONMENTAL LAW" MEANS ALL FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, REGULATIONS, ORDERS AND DIRECTIVES PERTAINING TO HAZARDOUS SUBSTANCES ON, ABOUT OR ADJACENT TO ANY PORTION OF THE REAL PROPERTY, OR GENERALLY DEALING WITH THE PUBLIC HEALTH AND SAFETY AND THE PROTECTION OF THE ENVIRONMENT. AS USED IN THIS AGREEMENT, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN ANY OIL OR PETROCHEMICAL PRODUCTS, PCBS, ASBESTOS, UREA FORMALDEHYDE, SALTS, FLAMMABLE EXPLOSIVES, RADIOACTIVE MATERIALS, HAZARDOUS WASTES, TOXIC, CORROSIVE, MUTAGENIC OR PATHOGENIC SUBSTANCES OR RELATED MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY SUBSTANCES

DEFINED AS OR INCLUDED IN THE DEFINITION OF "HAZARDOUS SUBSTANCES," "HAZARDOUS WASTES," "HAZARDOUS MATERIALS," "TOXIC SUBSTANCES," OR ANY SIMILAR TERM, UNDER ANY APPLICABLE ENVIRONMENTAL LAW. NO PURCHASER RELATED PARTY SHALL LOOK TO ANY OF THE SELLER RELATED PARTIES FOR ANY REDRESS OR RELIEF. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT, INCLUDING WITH REGARD TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THE PROVISIONS OF THIS SECTION 4.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT OR THE CLOSING DATE.

SECTION 5 CLOSING

5.1 Closing. The closing of the purchase and sale transaction contemplated in this Agreement (the "Closing") shall take place on August __, 2010 (the "Closing Date"). Provided, however, if the amendment to the joint powers agreement for the Oakland State Building Authority has not been processed by the closing Date, then the closing of the purchase and sale transaction contemplated in this Agreement for the Elihu Harris Building shall be October 1, 2010.

5.2 Possession. Possession of the Property, subjects to the rights and obligations pursuant to the Leases, shall be delivered to Purchaser at the Closing.

5.3 Proration. The following adjustments will be made to the Purchase Price at Closing.

5.3.1 General. All prorations made under this Section 5.3 with respect to the Property for the month in which the Closing occurs shall be prorated as of 11:59 p.m. Pacific Time on the day immediately preceding the Closing Date (the "Adjustment Date").

5.3.2 Taxes.

(a) General. Real estate, ad valorem, and personal property taxes and other state, county and municipal taxes (collectively, "Real Estate Taxes") for the Current Tax Period (defined below) shall be prorated between Seller and Purchaser as of the Closing Date. Seller is responsible for (i) all such taxes for all calendar years occurring prior to the Current Tax Period and (ii) that portion of such taxes for the Current Tax Period determined on the basis of the number of days which have elapsed from the first day of the Current Tax Period to the Closing Date, inclusive, whether or not the same shall be payable prior to the Closing. The phrase "Current Tax Period" refers to the calendar year of the applicable taxing authority in which the Closing occurs. In the event that as of the Closing the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated as aforesaid cannot be ascertained, then the proration shall be based on the Real Estate Tax bills for the prior year and such proration shall be a final settlement. If the transaction contemplated by this Agreement closes, Purchaser shall be responsible for any increases in real estate taxes as a result of the sale of the Property.

(b) Special Assessments. Purchaser shall assume all special

assessments (and charges in the nature of or in lieu of such assessments) levied, pending or constituting a lien with respect to any of the Real Property as of the Adjustment Date, to the extent applicable to the period on or after the Closing Date.

5.3.4 Security Deposits. All prepaid rents and all unused, refundable security deposits (if any) in the possession or control of Seller (together with any interest accrued thereon if interest is specifically required to be paid thereon under applicable law or under the terms of the Lease) at Seller's option shall belong to Seller and not subject to adjustment.

5.3.5 Insurance. Seller shall cancel any insurance policies maintained by Seller with respect to the Property as of the Closing Date, and Seller shall be entitled to any refund of insurance premiums with respect thereto.

5.3.6 Utility Deposits.

(a) All deposits, if any, with utilities provided for the Property shall be the responsibility of Seller if Seller is responsible for such utilities under the Leases. Purchaser shall be responsible for all other deposits and Seller shall be entitled to a refund for any deposits, if any, that were made by Seller but that are the Purchaser's responsibility.

5.3.7 Reproration. In the event any prorations or computations made under this Section are based on estimates or prove to be incorrect, then either party shall be entitled to an adjustment to correct the same, provided that it makes written demand on the party from whom it is entitled to such adjustment on or before _____, 20___. The agreements of Seller and Purchaser set forth in this Section 5.3 shall survive the Closing, subject to Section 7.1.

5.4 Closing Costs.

5.4.1 Paid by Purchaser. Purchaser shall pay, at the Closing, the cost to prepare the Title Commitment, the title insurance premium for the standard C.L.T.A. owner's policy of title insurance or any A.L.T.A. owner's policy (including the cost of any endorsements thereto), and all other costs and charges of the closing and consummation of the purchase and sale transaction contemplated in this Agreement, the title insurance premium for any lender's policy of title insurance, the cost of any endorsements to any title insurance policies issued, the cost of all recording, filing and documenting charges and fees to record the documents evidencing the conveyance of the Property, sales tax, and transfer tax, and all other costs and charges of the closing and consummation of the purchase and sale transaction contemplated in this Agreement as customarily charged to and payable by a purchaser in such transactions in the location in which the Land is situated. Purchaser shall also pay the escrow charges of the Title Company and Escrow Agent. Provided however, if Seller is entitled to record any documents at no cost, including any recording, filing and documenting charges and fees to record the documents evidencing the conveyance of the Property, sales tax, and transfer tax, then such recordings or transfers shall be done in such fashion or manner by Seller to obtain such benefits.

5.4.2 Paid By Seller. Seller shall pay, at the Closing, the Brokers Fee.

5.4.3 Attorneys and Professional Fees. Notwithstanding the foregoing, each party shall pay its own attorney's fees and fees of any accountants and/or advisors incurred in

connection with the transaction contemplated in this Agreement.

5.5 Seller's Obligations in Connection With the Closing One Business Day prior to the Closing, Seller shall deliver or cause to be delivered to Escrow Agent the following, duly executed and acknowledged where applicable:

5.5.1 Deed. A grant deed or deeds (the "Deed") conveying the Real Property to Purchaser in the form of Exhibit C attached hereto.

5.5.2 Execution of leases to the Real Property from Purchaser or Purchaser's designated entities in the form of Exhibit D-D-11 attached hereto.

5.5.3 Reserved.

5.5.4 Reserved.

5.5.5 FIRPTA Affidavit. An affidavit of Seller in form attached hereto as Exhibit F, and if applicable and required, any equivalent state forms, certifying that Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and in any applicable state laws for the State in which the Real Property is located.

5.5.6 Reserved

5.5.7 Transfer Tax Forms; Other Forms. All transfer tax and other similar tax returns which Seller is required by law to execute and acknowledge and to deliver, either individually or together with Purchaser, to any governmental authority as a result of the sale.

5.5.8 Records, Files and Keys. To the extent not already delivered to Purchaser, those records and files in Seller's possession relating to operations, leasing and maintenance and all keys, access codes and such other passwords in Seller's possession related to access to the Property, provided that the parties agree to cooperate to deliver such items outside of escrow.

5.5.9 Settlement Statement. A settlement statement, showing the application of the Earnest Money against the Purchase Price, the allocation of the Closing Costs and other prorations and closing adjustments set forth in this Agreement, all consistent with the terms and conditions of this Agreement (the "Settlement Statement").

5.6 Purchaser's Obligations in Connection With the Closing. One Business Day prior to the Closing, Purchaser shall cause the following to be delivered to Escrow Agent, each duly executed and acknowledged, as applicable:

5.6.1 Purchase Price. The portion of the Purchase Price payable pursuant to Section 2.1, as adjusted pursuant to Sections 5.3 and 5.4, and such other amounts as may be due from Purchaser pursuant to the Settlement Statement, by wire transfer of immediately available funds to Seller. The Earnest Money shall be applied to and credited against the Purchase Price, and shall be disbursed to Seller by Escrow Agent at Closing.

5.6.2 Evidence of Authority. Such authorizing documents of Purchaser as shall

be reasonably required by the Title Company to evidence Purchaser's authority to consummate the transactions contemplated by this Agreement.

5.6.3 Execution of leases to the Real Property from Purchaser or Purchaser's designated entities in the form of Exhibit D-D-10 attached hereto.

5.6.4 Reserved.

5.6.5 Transfer Tax Forms. All transfer tax and other similar tax returns which Purchaser is required by law as a result of the transaction to execute and acknowledge and to deliver, either individually or together with Seller, and Purchaser's payment of any such tax due to any governmental authority as a result of the sale.

5.6.6 Settlement Statement. A counterpart of the Settlement Statement.

5.7 Closing Escrow Purchaser and/or Seller at their option may deposit the respective Closing deliveries described in Sections 5.5 and 5.6 with Escrow Agent with appropriate instructions for recording and disbursement consistent with this Agreement.

5.8 Reserved

5.9 Purchaser's Closing Conditions. The obligations of Purchaser under this Agreement are contingent upon each of the following conditions:

5.9.1 Representations and Warranties. On the Closing Date, each of the representations and warranties of Seller in Section 4.2 shall be true and correct in all material respects as if the same were made on the Closing Date, subject to Seller's right to update such representations and warranties as provided in this Agreement.

5.9.2 Performance by Seller. By the Closing Date, the Seller shall have performed all covenants and obligations in all material respects and complied with all material conditions required by this Agreement to be performed or complied with by Seller.

5.9.3 Reserved

5.10 Seller's Closing Conditions. The obligations of Seller under this Agreement are contingent upon each of the following conditions:

5.10.1 Representations and Warranties. On the Closing Date, each of the representations and warranties of Purchaser in Section 4.1 shall be true and correct in all material respects as if the same were made on the Closing Date.

5.10.2 Performance by Purchaser. By the Closing Date, the Purchaser shall have performed all covenants and obligations in all material respects and complied with all material conditions required by this Agreement to be performed or complied with by Purchaser.

SECTION 6
RISK OF LOSS

6.1 **Condemnation** If any Material (as defined below) portion of the Property is taken by eminent domain proceedings or by deed in lieu thereof prior to the Closing, Seller shall promptly notify Purchaser of such fact (“**Seller’s Condemnation Notice**”). Thereafter, Purchaser may (at Purchaser’s option), either: (a) terminate this Agreement by written notice, in which case Purchaser shall be entitled to the return of the Earnest Money, and thereafter neither party shall have any rights or obligations under this Agreement, other than Surviving Obligations, or (b) terminate this Agreement with respect to only the Property that is the subject of Seller’s Condemnation Notice (and thereafter neither party shall have any rights or obligations under this Agreement with respect to such Property other than Surviving Obligations), and proceed to Closing on the balance of the Properties; or (c) proceed to Closing. Purchaser shall notify Seller in writing of Purchaser’s election within five (5) days after Seller’s Condemnation Notice. If Purchaser fails to timely and properly notify Seller of Purchaser’s election, Purchaser is deemed to have elected to proceed to Closing under clause (b). ~~If Purchaser chooses or is deemed in have chosen to proceed under clause (b), or if~~ the taking is not Material, then Seller shall assign all of Seller’s assignable right, title and interest in and to the award of the condemning authority, or the settlement in the case of a deed in lieu of condemnation, to the extent not applied by Seller towards restoration of the Real Property prior to the Closing and less Seller’s attorney’s fees and costs and other expenses related to the condemnation proceeding, to Purchaser at the Closing and there shall be no reduction in the Purchase Price. For purposes of Sections 6.1 and 6.2, a (i) taking is “Material” if any portion of the Improvements are taken or if any portion of the Land is taken which would materially affect access to the Improvements; and (ii) casualty is “Material” if any portion of the Real Property, whose aggregate value exceeds \$500,000.00, is damaged by casualty.

6.2 **Casualty** If any of the Property, or any part thereof, suffers any Material damage from fire or casualty prior to the Closing, Seller will notify Purchaser of such fact (the “**Seller’s Casualty Notice**”), and Purchaser may (a) terminate this Agreement by notice to Seller given within ten (10) days following Seller’s Casualty Notice to Purchaser, in which case Purchaser shall be entitled to the return of the Earnest Money, and thereafter neither party shall have any rights or obligations under this Agreement, other than Surviving Obligations, or (b) terminate this Agreement with respect to only the Property that is the subject of Seller’s Condemnation Notice (and thereafter neither party shall have any rights or obligations under this Agreement with respect to such Property other than Surviving Obligations), and proceed to Closing on the balance of the Properties. If Purchaser fails to timely and properly notify Seller of Purchaser’s election, Purchaser is deemed to have elected to proceed to Closing under clause (b), above waive its right to terminate this Agreement pursuant to this Section 6.2. ~~If Purchaser does not terminate or is deemed to have elected not to terminate this Agreement, or if~~ the damage suffered is not Material, this Agreement shall remain in full force and effect and Seller shall assign all of Seller’s assignable right, title and interest in and to the proceeds (or rights under the policy) of any insurance covering such damage, less Seller’s attorney’s fees and third party costs and other expenses incurred by Seller to collect or adjust such insurance or to secure the Improvements or initiate repairs of restoration of the Property and any portion of such proceeds paid or to be paid on account of the loss of rents or other income from the Property for the period to and including the Closing Date, (the result, “**Net Proceeds**”), to Purchaser to the extent the amount of such Net

Proceeds does not exceed the Purchase Price, plus a credit in an amount equal to Seller's deductible under its insurance policy applicable to such casualty, and there shall be no reduction in the Purchase Price or obligation of Seller to complete restoration.

SECTION 7 **DEFAULT; TERMINATION**

7.1 Default by Seller. In the event that Seller (i) defaults in the performance of any of Seller's obligations under this Agreement, which default remains uncured for five (5) Business Days after written notice thereof to Seller; (ii) fails to consummate the transaction contemplated by this Agreement; (iii) fails to pay the sums required to be paid by Seller under this Agreement, or (iv) otherwise breaches the Agreement, Purchaser, as Purchaser's sole and exclusive right and remedy prior to Closing, may either: (a) terminate this Agreement, or (b) pursue the remedy of specific performance of Seller's obligations under this Agreement. The remedy of specific performance is only available to Purchaser if (i) any suit for specific performance is filed within thirty (30) days after Purchaser first becomes aware of the breach or default by Seller, and (ii) Purchaser is not then in breach or default in the performance of any of its obligations under this Agreement. If Purchaser, to the best of Purchaser's knowledge, properly terminates this Agreement under clause (a), the Earnest Money shall be refunded to Purchaser by Escrow Agent, and thereafter neither party shall have any rights or obligations under this Agreement, other than Surviving Obligations. In addition, notwithstanding any provision to the contrary in this Agreement, if both Purchaser and Seller are simultaneously in default in the performance of their respective obligations under this Agreement, which respective defaults remain uncured for five (5) Business Days after written notice thereof to the other party, either party may terminate this Agreement, provided that in such case the Earnest Money shall be refunded to Purchaser (not Seller) by Escrow Agent, and thereafter neither party shall have any rights or obligations under this Agreement, other than Surviving Obligations. If Purchaser becomes aware prior to the Closing that any representation or warranty hereunder is untrue, or any covenant or condition to Closing has not been fulfilled or satisfied, and Purchaser nonetheless proceeds to close on the purchase of the Property, then Purchaser shall be deemed to have irrevocably and absolutely waived, relinquished and released all rights and claims against Seller for any damage or other loss arising out of or resulting from such untrue representation or warranty or such unfulfilled or unsatisfied covenant or condition. None of the provisions of this Section 7.1 shall limit, impair or affect Surviving Obligations.

Notwithstanding anything to the contrary contained in this Agreement or in any exhibits attached hereto or in any documents executed or to be executed in connection herewith (collectively, the "Purchase Documents"), it is expressly agreed that: (1) the remedies of Purchaser or its successors or assigns against Seller with respect to the alleged breach by Seller of any representation, warranty, covenant, undertaking, indemnity or obligation contained in any of the Purchase Documents (collectively, "Seller's Undertakings") discovered by Purchaser following Closing shall (x) be deemed waived unless Purchaser has filed suit against Seller regarding the alleged breach within six (6) months after the Closing Date; (y) be limited to an amount not to exceed ~~\$15,000,300~~ \$500,000.00 in the aggregate; and (z) may be asserted by Purchaser only in the amount and to the extent that the aggregate exceeds \$500,000.00; (2) no personal liability or personal responsibility of any sort with respect to any of Seller's Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, Seller or

any of its shareholders, directors, officers, employees, agents, constituent partners, members, beneficiaries, trustees or representatives except as provided in (1) above with respect to Seller. Notwithstanding anything to the contrary contained in the Purchase Documents, Purchaser agrees that Seller shall be liable only for any direct or actual damages, but not any consequential or punitive damages, suffered by Purchaser on account of any breach by Seller.

If Purchaser becomes aware prior to the Closing that any representation or warranty hereunder is untrue, or any covenant or condition to Closing has not been fulfilled or satisfied, and Purchaser nonetheless proceeds to close on the purchase of the Property, then Purchaser shall be deemed to have irrevocably and absolutely waived, relinquished and released all rights and claims against Seller for any damage or other loss arising out of or resulting from such untrue representation or warranty or such unfulfilled or unsatisfied covenant or condition.

7.2 Default by Purchaser. In the event that Purchaser (i) defaults in the performance of any of its obligations under this Agreement other than its obligation to proceed to Closing, which default remains uncured for five (5) Business Days after written notice thereof to Purchaser; (ii) fails to consummate the transaction contemplated by this Agreement; (iii) fails to pay the sums required to be paid by Purchaser under this Agreement, or (iv) otherwise breaches the Agreement, Seller may terminate this Agreement by providing written notice of termination to Purchaser. Except as otherwise expressly set forth in Section 7.1, above, u Upon a termination by Seller under this Section 7.2, or Section 9.15, Seller shall be entitled to receive and retain the Earnest Money as liquidated damages (and not as a penalty or forfeiture) and as Seller's sole and exclusive remedy and relief hereunder (except with regard to the Surviving Obligations to which such limitation shall not apply), the Earnest Money shall be automatically forfeited to Seller, and Escrow Agent shall pay the Earnest Money to Seller promptly after receiving written demand therefor from Seller. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT BY PURCHASER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE EARNEST MONEY TOGETHER WITH ALL INTEREST ACCRUED THEREON TO BE PAID TO SELLER HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, AND THAT PAYMENT OF SUCH AMOUNT TO SELLER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTION 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO OWNER PURSUANT TO SECTION 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE. NOTWITHSTANDING THE FOREGOING LIMITATIONS ON DAMAGES, SUCH LIMITATION SHALL NOT PRECLUDE SELLER FROM RECOVERING ATTORNEYS' FEES AND COSTS INCURRED IN SEEKING TO RECOVER THE LIQUIDATED DAMAGES UNDER THIS SECTION 7.2.

INITIALS: Seller _____ Purchaser _____

None of the provisions of this Section 7.2 shall limit, impair or affect Surviving Obligations.

7.3 Confirmation of Termination If this Agreement is terminated by either party pursuant to the terms set forth herein, then upon at the request of Seller, Purchaser shall execute a quit claim deed, or other confirmation of termination reasonably satisfactory to Seller and Purchaser in form and substance, promptly upon written demand by Seller.

SECTION 8
FUTURE OPERATIONS

8.1 Maintenance and Contracts From the Effective Date through the Closing or earlier termination of this Agreement:

8.1.1 Seller shall continue to operate the Property in the customary and ordinary manner consistent with Seller's current practices in effect as of the Effective Date, ordinary wear and tear, condemnation and casualty excepted; and

8.1.2 Seller shall not enter into any new contract or other service agreement that cannot be terminated as of the Closing Date without Purchaser's prior written consent.

8.2 Future Sale of FTB Property. The sale to Purchaser includes a small parcel described in Exhibit A-12. Seller has been negotiating to sell this property to Syufy as part of negotiations on relocating an easement owned by the Seller, recorded March 1, 1974 in Book 7403-01 page 391 (the "Syufy Easement") in order to accommodate development by Syufy. If Purchaser agrees to modify the Syufy Easement, Purchaser shall meet and confer with Seller regarding such modification.

SECTION 9
MISCELLANEOUS

9.1 Notices. All notices, demands, requests and other communications which may be given or which are required to be given by either party to the other under this Agreement, must be in writing and shall be deemed effective and delivered either: (a) on the date personally delivered to the address of the recipient set forth below, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (b) on the third (3rd) Business Day after being sent, by certified or registered mail postage prepaid, return receipt requested, addressed to the intended recipient at the address specified below; (c) on the first (1st) Business Day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, Airborne Express, or United Parcel Service, addressed to the recipient at the address specified below; or (d) at the time of electronic confirmation of receipt after being sent before 5:00 p.m. Pacific time of recipient on a Business Day by facsimile to the numbers set forth below for each recipient, provided that a copy is also sent by nationally recognized overnight delivery service. For purposes of this Section 9.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by particular person whose address is to be changed):

If to Seller:

Attn:
Phone:
Fax:

with a copy to:

Attn:
Phone:
Fax:

If to Purchaser:

C/O CALIFORNIA FIRST, LLC
18401 VON KARMAN AVENUE, SUITE 260
IRVINE, CA 92612

Attn: [RICHARD M. MAYO](#)
Phone: [\(949\) 502-2905](#)
Fax: [\(949\) 502-2997](#)

← Formatted Table

with a copy to:

ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP
1901 AVENUE OF THE STARS, SUITE 1800
LOS ANGELES, CALIFORNIA 90067

Attn: [ANTON N. NATSIS, ESQ.](#)

Phone: (310) 788-2400()

:

Fax: (310) 788-2410()

If to Escrow Agent:

Three horizontal lines for signature or name entry.

Attn:

Phone:

:

Fax:

The attorneys for each party are authorized to give any notice specified in this Agreement on behalf of their respective clients.

9.2 Real Estate Commissions Seller has authorized CBRE ("Broker") to act Seller's behalf in connection with the sale and purchase hereunder. Purchaser has not authorized any broker or finder to act on Purchaser's behalf in connection with the sale and purchase hereunder and neither Seller nor Purchaser has dealt with any other broker or finder purporting to act on behalf of the other party other than CBRE. If and only if the Closing occurs, Seller shall pay Broker a real estate commission in accordance with a separate written listing agreement. Purchaser agrees to indemnify, defend, protect and hold harmless Seller from and against any and all demands, claims, losses, damages, liabilities, costs or expenses of any kind or character (including reasonable attorneys' fees and charges) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Purchaser or on Purchaser's behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Seller agrees to indemnify, defend, protect and hold harmless Purchaser from and against any and all claims, losses, damages, liabilities, costs or expenses of any kind or character, including reasonable attorneys' fees and expenses, arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Seller or on Seller's behalf with any broker or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 9.2 shall survive the Closing or any earlier termination of this Agreement.

9.3 Entire Agreement This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there is no oral or written agreement between the parties, nor any representation made by either party relative to the subject matter hereof, which is not expressly set forth herein.

9.4 Amendment This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

9.5 Headings The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

9.6 Time of Essence Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a day which is not a Business Day, then the time of such period shall be extended to the first succeeding Business Day. The term “Business Day” means every day other than Saturdays, Sundays or other holidays on which banking institutions in the state in which the Real Property is located are closed.

9.7 Successors and Assigns; Assignments; Tax Free Exchanges.

9.7.1 Successors and Assigns. This Agreement shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

9.7.2 Assignments. Purchaser may not assign this Agreement or Purchaser’s rights under this Agreement without the prior written consent of Seller, which consent may be withheld in Seller’s sole and absolute discretion. Notwithstanding the foregoing, Purchaser may assign this Agreement to an entity owned and controlled by Purchaser without the prior written consent of Seller provided (i) such assignee accepts and assumes such obligations, (ii) Purchaser provides written notice to Seller at least five (5) Business Days before the Closing, and (iii) such assignment is consummated on the Closing Date. No assignment of this Agreement or Purchaser’s rights hereunder shall relieve Purchaser of its liabilities under this Agreement. This Agreement is solely for the benefit of Seller and Purchaser; there are no third party beneficiaries hereof. Any assignment of this Agreement in violation of the foregoing provisions shall at Seller’s option be null and void.

9.8 Invalid Provision If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.9 Attorneys’ Fees In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as provided herein, reasonable attorneys’ fees and expenses incurred in such suit.

9.10 Ownership Entities. Purchaser shall have the right to create the ownership structures it deems desirable for any of the Properties and may assign partial rights under this Agreement such that the such entities will be able to accept title and Lease the Property or Properties to Seller.

9.11 No Survival Except as otherwise expressly provided otherwise in this Agreement, any and all rights of action of either party for any breach by the other party or any representation, warranty, covenant or other obligation of such party contained in this Agreement shall merge

with the Deed and other instruments executed at Closing and shall not survive Closing, and no action based thereon shall be commenced after the Closing Date.

9.12 Multiple Counterparts; Facsimile This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. Any signature hereon may be transmitted by facsimile machine and such signature shall be valid and accepted for all purposes hereof.

9.13 Exhibits The exhibits and schedules attached to this Agreement and referred to herein are hereby incorporated into this Agreement by reference and made a part hereof for all purposes.

9.14 Construction; Independent Counsel Seller and Purchaser each acknowledge that: (a) they have been represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel; and (c) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance, and the normal rule of contractual construction and interpretation to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

9.15 No Recordation Seller and Purchaser hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded of public record. Should Purchaser ever record or attempt to record this Agreement, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller has the express right to terminate this Agreement by filing a notice of said termination in the public records. This provision does not apply to any filing made by Purchaser in connection with any specific performance action brought by Purchaser under Section 7.1.

9.16 JURY WAIVER PURCHASER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY PURCHASER OR BY SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY THE OTHER PARTY AT CLOSING AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

9.17 Governing Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles. The provisions of this Section 9.17 shall survive the Closing or the termination of this Agreement. The parties agree that venue shall lie in any state or federal court located within the State of California.

SECTION 10 **ESCROW PROVISIONS**

10.1 Escrow Account and Notice The Earnest Money and Purchase Price (collectively, the “Escrow Payments”) shall be held in escrow in a separate interest-bearing money market or bank account by Escrow Agent until the earliest of (a) the Closing, on which date the Escrow Payments shall be released to Seller; (b) five (5) days after Escrow Agent shall have delivered to the non-sending party a copy of the notice sent by Seller or Purchaser stating that this Agreement has been terminated and that the party so notifying Escrow Agent is entitled to the Escrow Payments, following which period the Escrow Payments shall be delivered to the party who sent notice stating that it is entitled to the Escrow Payments; provided, however, that within such five (5) day period, Escrow Agent does not receive either a notice containing contrary instructions from the non-sending party hereto or a court order restraining the release of all or any portion of the Escrow Payments; or (c) a joint notice executed by Seller and Purchaser is received by Escrow Agent, in which event Escrow Agent shall release the Escrow Payments in accordance with the instructions therein contained. Escrow Agent shall immediately deliver a duplicate copy of any notice received by it in its capacity as Escrow Agent to Seller and Purchaser.

10.2 Dispute Regarding Escrow Payments In the event that (a) Escrow Agent shall have received a notice containing contrary instructions or a court order as provided for in Section 10.1 hereof and within the time therein prescribed, or (b) any other disagreement or dispute shall arise between the parties hereto or resulting in adverse claims or demands being made for the Escrow Payments, whether or not litigation has been instituted, then and in any such event Escrow Agent shall refuse to comply with any claims or demands on it and continue to hold the Escrow Payments until Escrow Agent receives either (i) a written notice signed by both Seller and Purchaser directing the disposition of the Escrow Payments, or (ii) a final non-appealable order of a court of competent jurisdiction directing the disposition of the Escrow Payments, in either of which events Escrow Agent shall then dispose of the Escrow Payments in accordance with said direction. Escrow Agent shall not be or become liable in any way to any person or entity for its refusal to comply with any such claims or demands until and unless it has received a direction of the nature described in (i) or (ii) above. Upon the taking by Escrow Agent of any of the actions described in (i) and (ii) above, Escrow Agent shall be released of and from all liability hereunder except for its own willful misconduct or negligence. Notwithstanding the foregoing provisions of this Section 10.2, Escrow Agent may, on written notice to Seller and Purchaser, take such affirmative reasonable steps as it may, at its option, elect in order to terminate its duties as escrow agent hereunder, including, but not limited to, the deposit of the Escrow Payments with a court of competent jurisdiction and/or the commencement of an action in interpleader. Upon the taking by Escrow Agent of the actions described above, Escrow Agent shall be released of and from liability hereunder except for its own willful misconduct or negligence.

10.3 Limitation on Escrow Agent Liability Escrow Agent shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper document in good faith believed by Escrow Agent to be genuine. Escrow Agent has executed this Agreement solely to confirm that it is holding and will hold the Escrow Payments in escrow pursuant to the provisions of this Section 10 and for no other purpose.

10.4 Holdback Escrow Seller shall have the right to establish a holdback account to pay for costs and expenses of Seller related to this transaction, and the payment of employees during the Transition Period as described in the Leases.

IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Agreement as of the Effective Date.

(Remainder of page intentionally blank; signature page follows)

SIGNATURE PAGE
TO
PURCHASE AGREEMENT
DATED _____, 20__
BETWEEN

AND

SELLER:

By: _____
Name: _____
Title: _____

SIGNATURE PAGE
TO
PURCHASE AGREEMENT
DATED _____, 20__
BETWEEN

AND

PURCHASE
R:

--	--

a _____

B
y
:

--	--

B
y
:

N
a
m
e
:

T
i
t
l
e
:



JOINDER OF ESCROW AGENT

The undersigned: (a) acknowledges receipt of the Earnest Money and a copy of this Agreement; (b) agrees to act as Escrow Agent under the Agreement, (b) agrees to be the person responsible for reporting the transaction to the Internal Revenue Service under then-current Treasury Regulations, and (d) agrees to hold and disburse the Earnest Money in accordance with the provisions of this Agreement.

ESCROW
AGENT:

By:

Its
:

--

Date of Execution
by Escrow Agent:

,
20
—

--

EXHIBIT A-A10
LEGAL DESCRIPTIONS OF LAND

EXHIBIT "A"

Cal EMA

Real property in the City of RANCHO CORDOVA, County of SACRAMENTO, State of CALIFORNIA, described as follows:

THOSE PORTIONS OF LOTS 60, 61, 62, 65, 66 AND 67, OF NATOMAS AMERICAN RIVER SUBDIVISION NO. 4" AS SHOWN ON THE AMENDED MAP THEROF FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SACRAMENTO IN BOOK 15 OF MAPS, MAP 44 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 61 AND THE CENTER LINE OF OLD PLACERVILLE ROAD, SAID POINT BEING THE CENTER LINE INTERSECTION OF OLD PLACERVILLE ROAD AND SHRIEVER WAY; THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERLY LINE OF SAID LOT 61 SOUTH 00° 45' 05" EAST, 462.69 FEET; THENCE ALONG THE WESTERLY LINES OF SAID LOTS 61 AND 65 ALONG THE ARC OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1432.69 FEET AND A CENTRAL ANGLE OF 5° 48' 52" THE CHORD OF WHICH BEARS SOUTH 3° 39' 31" EAST, 145.33 FEET; THENCE LEAVING SAID WESTERLY LINE OF SAID LOT 65 NORTH 89° 15' 13" EAST, 316.39 FEET; THENCE NORTH 59° 29' 40" EAST, 839.96 FEET; THENCE NORTH 30° 25' 42" WEST, 571.23 FEET TO A POINT ON THE CENTER LINE OF SAID SHRIEVER WAY; THENCE ALONG SAID CENTER LINE OF SAID SHRIEVER WAY SOUTH 59° 29' 40" WEST 482.37 FEET; THENCE CONTINUING ALONG SAID CENTER LINE OF SAID SHRIEVER WAY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 500 FEET AND A CENTRAL ANGLE OF 29° 45' 33" THE CHORD OF WHICH BEARS SOUTH 74° 22' 27" WEST, 256.79 FEET; THENCE CONTINUING ALONG SAID CENTER LINE OF SAID SHRIEVER WAY SOUTH 89° 15' 13" WEST, 103.20 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY.

APN: 077-0050-063

EXHIBIT "A-1"

Department of Justice

Real property in the City of SACRAMENTO, County of SACRAMENTO, State of CALIFORNIA, described as follows:

ALL THAT PORTION OF THAT CERTAIN 132.489 ACRE TRACT OF LAND AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ENTITLED "RECORD OF SURVEY OF A PART OF LANDS OF THE CALIFORNIA STATE FAIR AND EXPOSITION IN SECTIONS 16 & 17, T. 8 N., R. 5 E., M. D. B. & M. & LOT NO. 1, NEW HELVETIA RANCHO," RECORDED IN BOOK 30 OF SURVEYS, AT PAGE 5, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID 132.489 ACRE TRACT OF LAND BEARS THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 00° 02' 28" EAST 30.50 FEET AND (2) SOUTH 89° 56' 28" WEST 669.00 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT OF LAND; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERLY RIGHT OF WAY LINE OF 49TH STREET, AS SAID STREET IS SHOWN ON THE "PLAT OF SACRAMENTO BUSINESS PARK" FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK 104 OF MAPS, MAP NO. 14 ON THE 25TH DAY OF JUNE, 1976, NORTH 00° 02' 28" WEST 894.48 FEET; THENCE, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE OF 49TH STREET, NORTHEASTERLY, CURVING TO THE RIGHT ON AN ARC OF 236.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 39° 43' 12" EAST 301.89 FEET; THENCE, NORTHEASTERLY, CURVING TO THE LEFT ON AN ARC OF 472.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 62° 16' 27" EAST 298.19 FEET; THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE OF 49TH STREET, SOUTHEASTERLY, CURVING TO THE RIGHT ON AN ARC OF 20.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 89° 13' 11" WEST 26.84 FEET; THENCE, TANGENT TO SAID LAST NAMED CURVE, SOUTH 50° 37' 41" EAST 411.53 FEET; THENCE, SOUTHEASTERLY, CURVING TO THE RIGHT ON AN ARC OF 318.00 FEET RADIUS, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 25° 20' 05" EAST 271.73 FEET; THENCE, TANGENT TO SAID LAST NAMED CURVE, SOUTH 00° 02' 28" EAST 761.21 FEET; THENCE, SOUTHWESTERLY, CURVING TO THE RIGHT ON AN ARC OF 20.00 FEET RADIUS, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 46° 25' 49" WEST 29.01 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BROADWAY, AS SAID STREET IS SHOWN ON SAID PLAT OF SACRAMENTO BUSINESS PARK; THENCE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF BROADWAY, NORTHWESTERLY, CURVING TO THE LEFT ON THE ARC OF A NONTANGENT CURVE OF 1540.00 FEET RADIUS, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 88° 34' 43" WEST 79.57 FEET; THENCE, CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF BROADWAY, SOUTH 89° 56' 28" WEST 797.43 FEET; THENCE NORTHWESTERLY, CURVING TO THE RIGHT ON AN ARC OF 20.00 FEET RADIUS, SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 45° 03' 00" WEST 28.28 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINING 23.851 ACRES, MORE OR LESS.

APN: 011-0200-041

EXHIBIT "A-2"

Rattigan

LEGAL DESCRIPTION

Real property in the City of SANTA ROSA, County of SONOMA, State of CALIFORNIA, described as follows:

PARCEL 1:

BEING A PORTION OF THE LANDS OF THE SANTA ROSA CENTER PROJECT AREA (PROJECT NO. CALIF. R-45) AS SHOWN ON THE "RECORD OF SURVEY" FILED IN BOOK 84 OF MAPS ON PAGES 45 AND 45, OFFICIAL RECORDS OF SONOMA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF D AND SECOND STREETS AS SHOWN ON SAID RECORDS OF SURVEY; THENCE NORTH 60° 10. 00" EAST, ALONG THE CENTERLINE OF SECOND STREET, A DISTANCE OF 45.00 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 29° 50. 00" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SECOND STREET AND BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 60° 10. 00" EAST A DISTANCE OF 105.30 FEET TO THE NORTHWEST CORNER OF THE LANDS OF THE BAY COMPANY OF CALIFORNIA AS DESCRIBED BY DEED RECORDED IN BOOK 2014 ON PAGE 499, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 29° 50. 00" EAST AND ALONG THE WESTERLY BOUNDARY LINE OF THE SAID LANDS OF THE BAY COMPANY OF CALIFORNIA A DISTANCE OF 336.00 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY LINE SOUTH 60° 10. 00" WEST A DISTANCE OF 105.30 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF D STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 29° 50. 00" WEST A DISTANCE OF 321.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90° 00. 00" AND HAVING A LENGTH OF 23.56 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

PARCEL 2:

AN EASEMENT FOR 10 MOTOR VEHICLE PARKING SPACES TOGETHER WITH INGRESS AND EGRESS THERETO AS DESCRIBED IN DEED RECORDED SEPTEMBER 22, 1981 AS INSTRUMENT NO. 81054544 OF OFFICIAL RECORDS.

PARCEL 3:

AN EASEMENT FOR 40 MOTOR VEHICLE PARKING SPACES TOGETHER WITH INGRESS AND EGRESS THERETO AS DESCRIBED IN DEED RECORDED SEPTEMBER 22, 1981 AS INSTRUMENT NO. 81054547 OF OFFICIAL RECORDS.

APN: 009-076-037

EXHIBIT "A-3"

SF Civic Center

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

PARCEL I:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF GOLDEN GATE AVENUE WITH THE WESTERLY LINE OF LARKIN STREET; RUNNING THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF GOLDEN GATE AVENUE 87 FEET 6 INCHES, THENCE AT A RIGHT ANGLE SOUTHERLY 84 FEET; THENCE AT A RIGHT ANGLE EASTERLY 87 FEET 6 INCHES TO THE WESTERLY LINE OF LARKIN STREET; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF LARKIN STREET; 84 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND THE POINT OF BEGINNING.
BEING A PORTION OF WESTERN ADDITION, BLOCK NO. 5.

PARCEL II:

BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF REDWOOD STREET WITH THE WESTERLY LINE OF LARKIN STREET; AND RUNNING THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF REDWOOD STREET 87 FEET 6 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 36 FEET; THENCE AT A RIGHT ANGLE EASTERLY 87 FEET 6 INCHES TO THE WESTERLY LINE OF LARKIN STREET; THENCE SOUTHERLY AND ALONG SAID WESTERLY LINE OF LARKIN STREET 36 FEET TO THE NORTHERLY LINE OF REDWOOD STREET AND POINT OF BEGINNING.
BEING PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL III:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF GOLDEN GATE AVENUE WITH THE EASTERLY LINE OF POLK STREET; AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF GOLDEN GATE AVENUE 25 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 120 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF REDWOOD STREET 25 FEET TO THE EASTERLY LINE OF POLK STREET; THENCE NORTHERLY AND ALONG SAID EASTERLY LINE OF POLK STREET 120 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND POINT OF BEGINNING.
BEING PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL IV:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE, DISTANT THEREON 25 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF GOLDEN GATE AVENUE WITH THE EASTERLY LINE OF POLK STREET; AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF GOLDEN GATE AVENUE 24 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 120 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF REDWOOD STREET 24 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 120 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND THE POINT OF BEGINNING.
BEING PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL V:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE, DISTANT THEREON 49 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHERLY LINE

OF GOLDEN GATE AVENUE WITH THE EASTERLY LINE OF POLK STREET; AND RUNNING THENCE EASTERLY AND ALONG SAID SOUTHERLY LINE OF GOLDEN AVENUE 44 FEET 3-¼ INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 120 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE WESTERLY AND ALONG SAID NORTHERLY LINE OF REDWOOD STREET 44 FEET 3-¼ INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 120 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND POINT OF BEGINNING.
BEING PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL VI:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE, DISTANT THEREON 93 FEET 3-¼ INCHES EASTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF GOLDEN GATE AVENUE WITH THE EASTERLY LINE OF POLK STREET; AND RUNNING THENCE EASTERLY AND ALONG SAID SOUTHERLY LINE OF GOLDEN GATE AVENUE 44 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 120 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE WESTERLY ALONG SAID NORTHERLY LINE 44 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 120 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND POINT OF BEGINNING.
BEING PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL VII:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE DISTANT THEREON 137 FEET 3-¼ INCHES EASTERLY FROM THE POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF GOLDEN GATE AVENUE WITH THE EASTERLY LINE OF POLK STREET, RUNNING THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF POLK STREET 120 FEET TO THE NORTHERLY LINE OF REDWOOD STREET (FORMERLY LOCUST AVENUE), THENCE EASTERLY ALONG SAID NORTHERLY LINE OF REDWOOD STREET 68 FEET 9-5/8 INCHES, MORE OR LESS, TO A POINT DISTANT 206 FEET 6 INCHES WESTERLY FROM THE WESTERLY LINE OF LARKIN STREET, RUNNING THENCE NORTHERLY AND PARALLEL WITH THE EASTERLY LINE OF POLK STREET 120 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE, AND THENCE WESTERLY ALONG THE SOUTHERLY LINE OF GOLDEN GATE AVENUE 68 FEET AND 9-5/8 INCHES, MORE OR LESS, TO THE POINT OF COMMENCEMENT.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL VIII:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE, DISTANT THEREON 179 FEET 6 INCHES WESTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF GOLDEN GATE AVENUE WITH THE WESTERLY LINE OF LARKIN STREET; AND RUNNING THENCE WESTERLY AND ALONG SAID SOUTHERLY LINE OF GOLDEN GATE AVENUE 26 FEET 9 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 120 FEET TO THE

Order Number: NCS-418495-09-LA2

Page Number: 10

First American Title Insurance Company

NORTHERLY LINE OF REDWOOD STREET; THENCE EASTERLY AND ALONG SAID NORTHERLY LINE OF REDWOOD STREET 26 FEET 9 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 120 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND POINT OF BEGINNING.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL IX:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE, DISTANT THEREON 137 FEET 2-¾ INCHES WESTERLY FROM THE POINT OF INTERSECTION OF THE WESTERLY LINE OF LARKIN STREET WITH THE SOUTHERLY LINE OF GOLDEN GATE AVENUE; AND RUNNING THENCE WESTERLY AND ALONG SAID SOUTHERLY LINE OF GOLDEN GATE AVENUE 42 FEET 3-¼ INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 120 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE EASTERLY ALONG SAID NORTHERLY LINE

OF REDWOOD STREET 42 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 60 FEET; THENCE AT A RIGHT ANGLE EASTERLY 3-¼ INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 60 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND POINT OF BEGINNING.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL X:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE DISTANT THEREON 87 FEET 6 INCHES WESTERLY FROM THE WESTERLY LINE OF LARKIN STREET; AND RUNNING THENCE WESTERLY AND ALONG SAID SOUTHERLY LINE OF GOLDEN GATE AVENUE 49 FEET 8-¾ INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 60 FEET, THENCE AT A RIGHT ANGLE WESTERLY 3-¼ INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 60 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE EASTERLY AND ALONG SAID NORTHERLY LINE OF REDWOOD STREET 50 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 120 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE AND POINT OF BEGINNING.
BEING PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL XI:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF POLK STREET WITH THE SOUTHERLY LINE OF REDWOOD STREET, AS SAID REDWOOD STREET EXISTED PRIOR TO THE VACATION THEREOF BY RESOLUTION NO. 17690 (SERIES OF 1939), ADOPTED BY THE BOARD OF SUPERVISORS APRIL 8, 1957, AND RUNNING THENCE EASTERLY ALONG SAID FORMER SOUTHERLY LINE OF REDWOOD STREET 412.50 FEET TO THE WESTERLY LINE OF LARKIN STREET; THENCE AT A RIGHT ANGLE NORTHERLY ALONG THE NORTHERLY PRODUCTION OF SAID WESTERLY LINE LARKIN STREET 35.00 FEET TO THE FORMER NORTHERLY LINE OF REDWOOD STREET; THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID FORMER NORTHERLY LINE OF REDWOOD STREET 412.50 FEET TO THE EASTERLY LINE F POLK STREET; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG THE SOUTHERLY PRODUCTION OF SAID EASTERLY LINE OF POLK STREET 35.00 FEET TO THE POINT OF BEGINNING.

PARCEL XII:

COMMENCING AT THE NORTHEASTERLY CORNER OF MCALLISTER STREET AND POLK STREET, RUNNING THENCE NORTHERLY ALONG THE EASTERLY LINE OF POLK STREET 120 FEET TO THE SOUTHERLY LINE OF REDWOOD STREET (FORMERLY LOCUST AVENUE); THENCE AT A RIGHT ANGLE EASTERLY AND ALONG SAID SOUTHERLY LINE OF REDWOOD STREET 100 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH SAID EASTERLY LINE OF POLK STREET 120 FEET TO THE NORTHERLY LINE OF MCALLISTER STREET; AND THENCE AT A RIGHT ANGLE WESTERLY AND ALONG SAID NORTHERLY LINE OF MCALLISTER STREET 100 FEET AND TO THE POINT OF COMMENCEMENT.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 5.

PARCEL XIII:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF MCALLISTER STREET 100 FEET EASTERLY OF THE EASTERLY LINE OF POLK STREET; RUNNING THENCE EASTERLY AND ALONG SAID NORTHERLY LINE MCALLISTER STREET 312 FEET 6 INCHES TO THE WESTERLY LINE OF LARKIN STREET; RUNNING THENCE AT A RIGHT ANGLE NORTHERLY ALONG SAID WESTERLY LINE OF LARKIN STREET 120 FEET TO THE SOUTHERLY LINE OF REDWOOD STREET (FORMERLY LOCUST AVENUE); RUNNING THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID SOUTHERLY LINE OF REDWOOD STREET (FORMERLY LOCUST AVENUE) 312 FEET 6 INCHES, RUNNING THENCE AT A RIGHT ANGLE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF POLK STREET 120 FEET AND TO THE POINT OF COMMENCEMENT.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 5.

Assessor's Lot 002; Block 0765 and Lot 003; Block 0765

EXHIBIT "A-4"

Public Utilities Commission (PUC)

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of CALIFORNIA, described as follows:

PARCEL ONE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF GOLDEN GATE AVENUE WITH THE WESTERLY LINE OF VAN NESS AVENUE; RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF VAN NESS AVENUE 24 FEET; THENCE AT A RIGHT ANGLE WESTERLY 108 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 24 FEET TO THE SOUTHERLY LINE OF GOLDEN GATE AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF GOLDEN GATE AVENUE 108 FEET TO THE POINT OF BEGINNING.
BEING PORTION OF WESTERN ADDITION BLOCK NUMBER 77.

PARCEL TWO:

COMMENCING AT A POINT ON THE WESTERLY LINE OF VAN NESS AVENUE, DISTANT THEREON 24 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF GOLDEN GATE AVENUE; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF VAN NESS AVENUE 48 FEET; THENCE AT RIGHT ANGLE WESTERLY 108 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 48 FEET; THENCE AT A RIGHT ANGLE EASTERLY 108 FEET TO THE POINT OF COMMENCEMENT. BEING A PORTION OF WESTERN ADDITION BLOCK NO. 77.

PARCEL THREE:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF REDWOOD STREET WITH THE WESTERLY LINE OF VAN NESS AVENUE; RUNNING THENCE NORTHERLY ALONG SAID LINE OF VAN NESS AVENUE 48 FEET; THENCE AT A RIGHT ANGLE WESTERLY 108 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 48 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE EASTERLY AND ALONG SAID LINE OF REDWOOD STREET 108 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE OF VAN NESS AVENUE AND THE POINT OF BEGINNING. BEING A PORTION OF WESTERN ADDITION BLOCK NO. 77.

PARCEL FOUR:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF REDWOOD STREET AND THE WESTERLY LINE OF VAN NESS AVENUE; RUNNING THENCE SOUTHERLY AND ALONG SAID LINE OF VAN NESS AVENUE 60 FEET; THENCE AT A RIGHT ANGLE WESTERLY 109 FEET, 9 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 60 FEET TO THE SOUTHERLY LINE OF REDWOOD STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF REDWOOD STREET 109 FEET, 9 INCHES TO THE POINT OF COMMENCEMENT.
BEING PART OF WESTERN ADDITION BLOCK NO. 77.

PARCEL FIVE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF GOLDEN GATE AVENUE, DISTANT THEREON 108 FEET WESTERLY FROM THE WESTERLY LINE OF VAN NESS AVENUE; RUNNING THENCE WESTERLY ALONG SAID LINE OF GOLDEN GATE AVENUE 276.75 FEET TO THE EASTERLY LINE OF FRANKLIN STREET; THENCE AT A RIGHT ANGLE SOUTHERLY ALONG SAID LINE OF FRANKLIN STREET 120 FEET TO THE NORTHERLY LINE OF REDWOOD STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF REDWOOD STREET 276.75 FEET TO A POINT DISTANT THEREON 108 FEET WESTERLY FROM THE WESTERLY LINE OF VAN NESS

AVENUE; THENCE AT A RIGHT ANGLE NORTHERLY 120 FEET TO THE POINT OF BEGINNING.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 77.

PARCEL SIX:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF MCALLISTER STREET AND THE WESTERLY LINE OF VAN NESS AVENUE; RUNNING THENCE NORTHERLY ALONG SAID LINE OF VAN NESS AVENUE 60 FEET; THENCE AT A RIGHT ANGLE WESTERLY 109 FEET AND 9 INCHES; THENCE AT A RIGHT ANGLE NORTHERLY 60 FEET TO THE SOUTHERLY LINE OF REDWOOD STREET; THENCE AT A RIGHT ANGLE WESTERLY ALONG SAID LINE OF REDWOOD STREET 137 FEET AND 6 INCHES EASTERLY FROM THE EASTERLY LINE OF FRANKLIN STREET; THENCE AT A RIGHT ANGLE SOUTHERLY 120 FEET TO THE NORTHERLY LINE OF MCALLISTER STREET; THENCE AT A RIGHT ANGLE EASTERLY ALONG SAID LINE OF MCALLISTER STREET 247 FEET AND 3 INCHES TO THE POINT OF BEGINNING.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 77.

PARCEL SEVEN:

ALL THAT STREET KNOWN AS REDWOOD STREET, BETWEEN THE WESTERN LINE OF VAN NESS AVENUE AND THE EASTERN LINE OF FRANKLIN STREET.
EXCEPTING THEREFROM THE WESTERN 137.5 FEET, THEREOF.
BEING A PORTION OF WESTERN ADDITION BLOCK NO. 77.

APN: 0767-001 THRU 007 AND 0767-009 THRU 014

EXHIBIT "A-5"

Elihu Harris

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL ONE:

PORTION OF LOT 1, BLOCK 267, MAP OF THE CASSERLY TRACT ON 14TH STREET, OAKLAND, FILED JULY 23, 1869, MAP BOOK 6, PAGE 10, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF 16TH STREET WITH THE EASTERN LINE OF JEFFERSON STREET; THENCE EASTERLY ALONG SAID LINE OF 16TH STREET 25 FEET; THENCE SOUTHERLY PARALLEL WITH JEFFERSON STREET 103 FEET, 9 INCHES; THENCE WESTERLY PARALLEL WITH SAID LINE OF 16TH STREET, 25 FEET TO THE EASTERN LINE OF JEFFERSON STREET; THENCE NORTHERLY ALONG SAID LINE OF JEFFERSON STREET, 103 FEET, 9 INCHES TO THE POINT OF COMMENCEMENT.

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF 16TH STREET, DISTANT THEREON 25 FEET EASTERLY FROM THE POINT OF INTERSECTION THEREOF, WITH THE EASTERN LINE OF JEFFERSON STREET; RUNNING THENCE EASTERLY ALONG SAID LINE OF 16TH STREET, 25 FEET; THENCE SOUTHERLY PARALLEL WITH SAID LINE OF JEFFERSON STREET, 103 FEET; 9 INCHES; THENCE WESTERLY PARALLEL WITH SAID LINE OF 16TH STREET, 25 FEET; THENCE NORTHERLY PARALLEL WITH SAID LINE OF JEFFERSON STREET, 103 FEET, 9 INCHES, AND TO THE POINT OF BEGINNING ON SAID LINE OF 16TH STREET.
BEING THE EASTERN ½ OF LOT NO. 1, IN BLOCK 267, AS SAID LOT AND BLOCK ARE SHOWN ON UPON "MAP OF THE CASSERLY TRACT ON 14TH ST., OAKLAND," FILED JULY 23, 1869, IN BOOK 6 OF MAPS, PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL THREE:

LOT 2 AND THE WESTERN ½ OF LOT 3, BLOCK 267, MAP OF THE CASSERLY TRACT, ON 14TH STREET, OAKLAND, FILED JULY 23, 1869, MAP BOOK 6, PAGE 10 OF ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERN LINE OF 16TH STREET, DISTANT THEREON 50 FEET EASTERLY FROM THE POINT OF INTERSECTION OF THE SOUTHERN LINE OF 16TH STREET, WITH THE EASTERN LINE OF JEFFERSON STREET; AND RUNNING THENCE EASTERLY AND ALONG SAID LINE OF 16TH STREET, 75 FEET; THENCE SOUTHERLY AND PARALLEL WITH SAID LINE OF JEFFERSON STREET, 103 FEET, 9 INCHES; THENCE WESTERLY PARALLEL WITH SAID LINE OF 16TH STREET, 75 FEET; AND THENCE NORTHERLY PARALLEL WITH SAID LINE OF JEFFERSON STREET, 103 FEET, 9 INCHES, TO THE POINT OF BEGINNING.

PARCEL FOUR:

A PORTION OF LOT NOS. 3 AND 4, BLOCK NO. 267, MAP OF THE CASSERLY TRACT ON 14TH STREET, OAKLAND, FILED JULY 23, 1869, MAP BOOK 6, PAGE 10, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERN LINE OF 16TH STREET, DISTANT THEREON WESTERLY 137 FEET, 6 INCHES FROM THE INTERSECTION THEREOF, WITH THE WESTERN LINE OF CLAY STREET, AS SAID STREETS ARE SHOWN ON THE MAP HEREIN REFERRED TO; RUNNING THENCE WESTERLY ALONG SAID LINE OF 16TH STREET, 37 FEET; 6 INCHES; THENCE AT RIGHT ANGLES SOUTHERLY, 103 FEET, 9 INCHES; THENCE AT RIGHT ANGLES EASTERLY, 37 FEET, 6 INCHES; THENCE AT RIGHT ANGLES NORTHERLY 103, FEET, 9 INCHES TO THE POINT OF BEGINNING.

PARCEL FIVE:

PORTION OF LOT 4, BLOCK 267, CASSERLY TRACT FILED JULY 23, 1869. MAP BOOK 6, PAGE 10. ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHWESTERN LINE OF 16TH STREET, DISTANT THEREON, 100 FEET NORTHWESTERLY FROM THE NORTHWESTERN LINE OF CLAY STREET, THENCE RUNNING NORTHWESTERLY ALONG SAID LINE OF 16TH STREET, 37 FEET, 6 INCHES; THENCE SOUTHWESTERLY PARALLEL WITH SAID LINE OF CLAY STREET, 103 FEET, 9 INCHES; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF 16TH STREET, 37 FEET, 6 INCHES; THENCE NORTHEASTERLY PARALLEL WITH SAID LINE OF CLAY STREET, 103 FEET, 9 INCHES TO THE POINT OF BEGINNING.

PARCEL SIX:

A PORTION OF LOTS 5 AND 6, BLOCK 267, CASSERLY TRACT, FILED JULY 23, 1869, IN BOOK 6, PAGE 10 OF MAPS, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERN LINE OF CLAY STREET, DISTANT THEREON SOUTHERLY 60 FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHERN LINE OF 16TH STREET, AS SAID STREETS ARE SHOWN ON THE MAP HEREIN REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF CLAY STREET 43 FEET 9 INCHES; THENCE OF RIGHT ANGLES WESTERLY 100 FEET; THENCE OF RIGHT ANGLES NORTHERLY 43 FEET 9 INCHES; THENCE AT RIGHT ANGLES EASTERLY 100 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN-A:

LOTS 7 AND 8, BLOCK 267, THE CASSERLY TRACT ON FOURTEENTH STREET, FILED JULY 23, 1869 IN BOOK 6, PAGE 10 OF MAPS, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF 15TH STREET WITH THE WESTERLY LINE OF CLAY STREET; THENCE RUNNING NORTHERLY ALONG SAID WESTERLY LINE OF CLAY STREET 103 FEET, 9 INCHES; THENCE AT RIGHT ANGLES WESTERLY AND PARALLEL WITH SAID LINE OF 15TH STREET 100 FEET; THENCE AT RIGHT ANGLES SOUTHERLY AND PARALLEL WITH SAID LINE OF CLAY STREET 105 FEET, 9 INCHES, TO SAID NORTHERLY LINE OF 15TH STREET; AND THENCE EASTERLY ALONG SAID MENTIONED LINE 100 FEET TO THE SAID WESTERLY LINE OF CLAY STREET AND THE POINT OF BEGINNING.

PARCEL SEVEN-B:

LOT 9, BLOCK 267, THE CASSERLY TRACT ON FOURTEENTH STREET, FILED JULY 23, 1869 IN BOOK 6, PAGE 10, OF MAPS, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHERN LINE OF FIFTEENTH STREET, DISTANT THEREON 100 FEET WESTERLY FROM THE POINT OF INTERSECTION THEREOF WITH THE WESTERN LINE OF CLAY STREET; AND RUNNING THENCE WESTERLY ALONG SAID LINE OF FIFTEENTH STREET 50 FEET THENCE AT RIGHT ANGLES NORTHERLY 103 FEET AND 9 INCHES: THENCE AT RIGHT ANGLES EASTERLY 50 FEET THENCE AT RIGHT ANGLES SOUTHERLY 103 FEET AND 9 INCHES, TO THE POINT OF BEGINNING.

PARCEL EIGHT:

THE EASTERN 25 FEET OF LOT 10, BLOCK 267, CASSERLY TRACT, FILED JULY 23, 1869 IN BOOK 6, PAGE 10, OF MAPS, ALAMEDA COUNTY RECORDS.

PARCEL NINE:

BEGINNING AT A POINT ON THE NORTHERN LINE OF 15TH STREET, DISTANT THEREON EASTERLY, 76 FEET FROM THE INTERSECTION THEREOF WITH THE EASTERN LINE OF JEFFERSON STREET, AS SAID STREETS ARE SHOWN ON THE MAP HEREIN REFERRED TO; AND RUNNING THENCE EASTERLY ALONG SAID LINE OF 15TH STREET, 50 FEET; THENCE AT RIGHT

ANGLES NORTHERLY 103 FEET, 9 INCHES; THENCE AT RIGHT ANGLES WESTERLY, 50 FEET; THENCE AT RIGHT ANGLES SOUTHERLY, 103 FEET, 9 INCHES TO THE PLACE OF BEGINNING. BEING THE WESTERN ½ OF LOT 10, AND THE EASTERN ½ OF LOT 11, IN BLOCK 267, AS SAID LOTS AND BLOCK ARE SHOWN ON THE MAP ENTITLED, "MAP OF THE CASSERLY TRACT ON 14TH STREET, OAKLAND", FILED JULY 23, 1869, IN BOOK 6 OF MAPS, PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL TEN:

LOT 12, AND THE WESTERN ONE-HALF OF LOT 11, IN BLOCK 267, AS SAID LOTS AND BLOCK ARE SHOWN ON THE MAP ENTITLED. "MAP OF THE CASSERLY TRACT OF 14TH STREET, OAKLAND", FILED JULY 23, 1869, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL ELEVEN:

LOT 3, 4, 5, 6, 7 AND 8, BLOCK 254, CASSERLY TRACT, FILED JULY 23, 1869. IN BOOK 6, PAGE 10 OF MAPS, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTHEASTERN LINE OF 14TH STREET, WITH THE NORTHWESTERN LINE OF CLAY STREET, AS SAID STREETS ARE SHOWN ON SAID MAP;
RUNNING THENCE NORTHEASTERLY ALONG SAID LINE OF CLAY STREET, 207 FEET, 6 INCHES, TO THE SOUTHWESTERN LINE OF 15TH STREET, AS SAID STREET IS SHOWN ON SAID MAP;
THENCE NORTHWESTERLY ALONG SAID LINE OF 15TH STREET, 200 FEET; THENCE SOUTHWESTERLY PARALLEL WITH SAID LINE OF CLAY STREET, 103 FEET, 9 INCHES; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF 15TH STREET, 100 FEET; THENCE SOUTHWESTERLY PARALLEL WITH SAID LINE OF CLAY STREET, 103 FEET, 9 INCHES, TO SAID NORTHEASTERN LINE OF 14TH STREET; THENCE SOUTHEASTERLY ALONG SAID LAST NAMED LINE, 100 FEET TO THE POINT OF BEGINNING.

PARCEL TWELVE:

THAT PORTION OF 15TH STREET LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF CLAY STREET AS SAID STREETS ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "MAP OF CASSERLY TRACT ON 14TH ST., OAKLAND", FILED JULY 23, 1869, OF BOOK 6 OF MAPS, PAGE 10, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF 15TH STREET WITH THE NORTHWESTERLY LINE OF CLAY STREET, AS SAID STREETS ARE SHOWN UPON SAID MAP;
THENCE NORTHWESTERLY, ALONG SAID LINE OF 15TH STREET, 200.00 FEET; THENCE NORTHEASTERLY, PARALLEL WITH SAID LINE OF CLAY STREET, 60.00 FEET TO THE NORTHEASTERLY LINE OF 15TH STREET; THENCE SOUTHEASTERLY, ALONG SAID LINE, 200.00 FEET TO SAID LINE OF CLAY STREET THENCE SOUTHWESTERLY, ALONG LINE, 60.00 FEET TO THE POINT OF BEGINNING.

APN: 0003-0069-001-00 and 0003-0069-002-00 and 0003-0069-003-00 and 0003-0069-004-00 and 0003-0069-005-00 and 0003-0069-007-00 and 0003-0069-008-00 and 0003-0069-009-00 and 0003-0069-010-00 and 0003-0069-011-00 and 0003-0069-014-00

EXHIBIT "A-6"

Junipero Serra

The land situated in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

LOT "A" OF TRACT 1565, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BEING A PORTION OF BLOCK 11 OF ORD'S SURVEY OF SAID CITY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF FOURTH STREET, DISTANT THEREON 86.82 FEET EASTERLY FROM THE POINT OF INTERSECTION OF SAID LINE OF FOURTH STREET WITH THE EASTERLY LINE OF HILL STREET, SAID POINT BEING THE CENTER OF A PARTY WALL DESCRIBED IN AGREEMENT RECORDED IN BOOK 1335 PAGE 287 OF DEEDS; THENCE SOUTH 51° 46' 15" EAST ALONG SAID LINE OF FOURTH STREET 78.99 FEET; THENCE SOUTH 31° 41' 45" WEST 123.06 FEET; THENCE NORTH 52° 09' 45" WEST 78.61 FEET; THENCE NORTH 37° 51' 70.20 FEET; THENCE NORTH 51° 46' 45" WEST .71 OF A FOOT TO THE CENTER OF THE PARTY WALL ABOVE REFERRED TO; THENCE ALONG THE CENTER LINE OF SAID WALL, NORTH 37° 51' EAST 53.40 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

AN EASEMENT FOR THE EXISTING WALL AND SUPPORT THEREOF AS SHOWN BY A SURVEY NO. 13397, PREPARED BY MOLLENHAUSER, HIGASHI & MOORE, INC., WHICH SAID BASEMENT IS SET FORTH DESCRIBED IN A DOCUMENT RECORDED IN BOOK 1963 PAGE 318, OFFICIAL RECORDS, OVER THAT PORTION OF LOT 10 IN BLOCK 11 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53 PAGES 66, ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A STRIP OF LAND COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT "A" OF TRACT 1565; THENCE NORTH 37° 51' EAST 70.20 FEET; THENCE NORTH 51° 46' 15" WEST 0.71 FEET; THENCE SOUTH 37° 51' WEST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT "A", 70.20 FEET TO THE NORTHEASTERLY LINE OF LOT "B" OF TRACT 1565; THENCE SOUTHEASTERLY ON SAID NORTHEASTERLY LINE 0.71 FEET TO BEGINNING.

PARCEL 2:

A PORTION OF BLOCK 11 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53 PAGES 66, ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF FOURTH STREET, AS NOW ESTABLISHED, AT THE NORTHEAST CORNER OF LOT "A" OF TRACT 1565, AS PER MAP RECORDED IN BOOK 20 PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING 165.81 FEET EASTERLY FROM THE SOUTHEAST CORNER OF FOURTH AND HILL STREET; THENCE FROM SAID POINT OF BEGINNING, SOUTH 37° 41' 45" WEST 123.20 FEET TO AN ANGLE POINT IN THE NORTH LINE OF LOT "B" OF SAID TRACT 1565 AND THE SOUTHWEST CORNER OF LOT 5 IN BLOCK 11 OF ORD'S SURVEY AFORESAID; THENCE SOUTH 52° 1' EAST 166.19 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 5 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 37° 47' 30" EAST ALONG THE EASTERLY LINE OF SAID LOT 5, 122.49 FEET TO THE SOUTHERLY LINE OF FOURTH STREET IF PRODUCED EASTERLY AND THENCE ALONG THE SOUTHERLY LINE OF FOURTH STREET, NORTH 51° 46' 15" WEST 166.40 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF BLOCK 11 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53 PAGES 66, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID BLOCK, DISTANT 55 PERCENT NORTHERLY ALONG SAID LINE FROM ITS INTERSECTION WITH THE CENTER LINE PROLONGED OF THE NORTH WALL OF THE BUILDING, FORMERLY OWNED BY ELIZA WILSON AS SAID NORTH WALL IS RECITED IN A PARTY WALL AGREEMENT BETWEEN J. S. SLAUSON, ET UX., AND SAMUEL HELLMAN, ET UX., RECORDED IN BOOK 1015 PAGE 281 OF DEEDS, SAID POINT OF BEGINNING BEING A POINT IN THE NORTHWESTERLY LINE OF BROADWAY, 80 FEET WIDE, DISTANT THEREON NORTH 37° 47' 30" EAST 416.54 FEET FROM THE NORTH LINE OF 5TH STREET, 60 FEET WIDE, THENCE PARALLEL WITH SAID CENTER LINE OF SAID NORTH WALL 52° 01' WEST 150 FEET TO THE SOUTHEASTERLY LINE OF LOT "B" OF TRACT 1565; AS PER MAP RECORDED IN BOOK 20 PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 37° 47' 39" EAST 64.83 FEET TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN A DEED TO J. A. GRAVES, A PER MAP RECORDED IN BOOK 1010 PAGE 132 OF DEEDS; THENCE ALONG SAID SOUTHERLY LINE SOUTH 52° 08' EAST 150 FEET TO A POINT IN SAID NORTHWESTERLY LINE OF BROADWAY, DISTANT THEREON SOUTH 37° 47' 30" WEST 122.49 FEET FROM THE SOUTHWESTERLY LINE OF 4TH STREET, 60 FEET WIDE; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 37° 47' 30" WEST 64.83 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THE SOUTHERLY 55 FEET OF THE EASTERLY 150 FEET OF LOT 4 IN BLOCK 11 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53 PAGES 66, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

PARCEL 5:

THOSE PORTIONS OF LOTS 3, 4 AND 9 IN BLOCK 11 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53 PAGES 66, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT "C" OF TRACT NO. 1565, AS PER MAP RECORDED IN BOOK 20 PAGES 26 AND 27 OF MAPS, WITH THE PROLONGATION WESTERLY OF THE SOUTHERLY FACE OF THE MOST SOUTHERLY WALL OF THE 8 STORY BUILDING KNOWN AS THE BROADWAY DEPARTMENT STORE; THENCE ALONG SAID EASTERLY LINE OF LOT "C" OF TRACT NO. 1565, AND/OR THE PROLONGATION THEREOF TO THE SOUTHERLY LINE OF SAID LOT 4 IN BLOCK 11 OF ORD'S SURVEY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED LOT AND ALONG THE SOUTHERLY LINE OF LOT 9 IN SAID BLOCK 11, TO A POINT IN THE EASTERLY LINE OF THE SOUTHERLY PORTION OF LOT "B" OF SAID TRACT NO. 1565; THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE TO AN ANGLE POINT IN SAID LINE; THENCE ALONG THE SOUTHERLY LINE OF THE NORTHERLY PORTION OF SAID LOT "B", SOUTH 52° 9' 45" EAST TO A POINT DISTANT EASTERLY 15 FEET MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 4 IN SAID BLOCK 11 OF ORD'S SURVEY; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 4 OR THE PROLONGATION THEREOF TO A POINT IN THE PROLONGATION WESTERLY OF THE SOUTHERLY FACE OF THE MOST SOUTHERLY WALL OF THE 8 STORY BUILDING KNOWN AS THE BROADWAY DEPARTMENT STORES; THENCE WESTERLY ALONG THE SAID PROLONGATION WESTERLY OF THE SOUTHERLY FACE OF THE MOST SOUTHERLY WALL OF THE 8 STORY BUILDING, KNOWN AS THE BROADWAY DEPARTMENT STORE, TO THE POINT

OF BEGINNING.

APN: 5149-025-900 and 5149-025-901

EXHIBIT "A-7"

Ronald Reagan

The land situated in the City of Los Angeles, County of Los Angeles, State of California, and is described as follows:

PARCEL A

THOSE PORTIONS OF LOTS 2, 3, 4, 5, 7, 8, 9 AND 10 OF BLOCK 6 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53, PAGES 66 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THAT PORTION OF LOT A OF TRACT NO. 509, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15, PAGE 17 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER; AND THAT PORTION OF LOT A OF TRACT NO. 2611, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 29, PAGE 59 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, DESCRIBED AS A WHOLE AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MAIN STREET, 80 FEET WIDE, WITH THE SOUTHWESTERLY LINE OF THIRD STREET, 60 FEET WIDE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 117.00 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE 15.00 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 15 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE OF THIRD STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG A CURVE TANGENT TO SAID PARALLEL LINE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 590 FEET, THROUGH A CENTRAL ANGLE OF 09° 17' 21", AN ARC DISTANCE 95.66 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 20 FEET, SAID LAST MENTIONED CURVE BEING TANGENT AT ITS POINT OF ENDING TO A LINE PARALLEL WITH AND DISTANT 5 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID LAST MENTIONED CURVE TO SAID LAST MENTIONED PARALLEL LINE; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 347.49 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF PARCEL 1 OF THE LAND DESCRIBED IN THE DEED RECORDED JUNE 15, 1977, AS INSTRUMENT NO. 77-627255 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE 164.12 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID LOT 7; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 17.45 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF PARCEL 2 OF SAID HEREINABOVE DESCRIBED DEED; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, 164.32 FEET TO A LINE PARALLEL WITH AND DISTANT 5 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF SPRING STREET, 80 FEET WIDE; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE, 335.11 FEET, MORE OR LESS, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS POINT OF ENDING TO SAID LINE PARALLEL WITH AND DISTANT 15 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY TANGENT AT ITS POINT OF ENDING TO SAID LINE PARALLEL WITH AND DISTANT 15 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID LAST MENTIONED CURVE TO SAID LAST MENTIONED PARALLEL LINE; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

PARCEL B

THAT PORTION OF LOT 10 OF BLOCK 6 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES,

COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53, PAGES 66 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 273.2 FEET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 17.9 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF THIRD STREET, 60 FEET WIDE, WITH A LINE PARALLEL WITH AND DISTANT 5 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF SPRING STREET, 80 FEET WIDE; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE, 17.1 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 20 FEET, SAID CURVE, BEING TANGENT AT ITS POINT OF ENDING TO A LINE PARALLEL WITH AND DISTANT 15 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE OF THIRD STREET; THENCE EASTERLY ALONG SAID CURVE TO SAID LINE THAT IS PARALLEL WITH AND DISTANT 17.9 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 9.5 FEET TO THE POINT OF BEGINNING.

THE ELEVATION SHOWN ABOVE IS BASED ON CITY OF LOS ANGELES BENCHMARK NO. 12-06170, HAVING AN ELEVATION OF 272.396 FEET (1975 ADJUSTMENT), AS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY.

PARCEL C

THOSE PORTIONS OF LOTS 5, 7, 8, 9 AND 10 OF BLOCK 6 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53, PAGES 66 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; AND THAT PORTION OF LOT A OF TRACT NO. 509, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15, PAGE 17 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 247.0 FEET, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MAIN STREET, 80 FEET WIDE, WITH THE SOUTHWESTERLY LINE OF THIRD STREET, 60 FEET WIDE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 117.00 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE 15.00 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 15 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE OF THIRD STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 20 FEET, SAID CURVE BEING TANGENT AT ITS POINT OF ENDING TO A LINE PARALLEL WITH AND DISTANT 5 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF SPRING STREET, 80 FEET WIDE; THENCE NORTHWESTERLY ALONG SAID CURVE TO A LINE PARALLEL WITH AND DISTANT 17.9 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE OF THIRD STREET; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE 9.5 FEET TO SAID LINE PARALLEL WITH AND DISTANT 5 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF SPRING STREET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE, 17.1 FEET TO THE SOUTHWESTERLY TERMINUS OF SAID HEREINBEFORE DESCRIBED CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE, 335.11 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF PARCEL 2 OF THE LAND DESCRIBED IN THE DEED RECORDED JUNE 15, 1977, AS INSTRUMENT NO. 77-627255 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, 4.5 FEET TO A LINE PARALLEL WITH AND DISTANT 0.5 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHEASTERLY LINE OF SPRING STREET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO A LINE PARALLEL WITH

AND DISTANT 13 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHWESTERLY LINE OF THIRD STREET; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE, 276.25 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID LAST MENTIONED PARALLEL LINE TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 590 FEET, SAID CURVE BEING TANGENT AT ITS NORTHWESTERLY TERMINUS TO SAID LINE PARALLEL WITH AND DISTANT 15 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF THIRD STREET, SAID NORTHWESTERLY TERMINUS BEING THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE TRUE POINT OF BEGINNING. THE ELEVATION SHOWN ABOVE IS BASED ON CITY OF LOS ANGELES BENCHMARK NO. 12-06170, HAVING AN ELEVATION OF 272.396 FEET (1975 ADJUSTMENT), AS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY.

PARCEL D:

THOSE PORTIONS OF LOTS 2, 3, 4 AND 5 OF BLOCK 6 OF ORD'S SURVEY, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53, PAGES 66 ET SEQ. OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; AND THAT PORTION OF LOT A OF TRACT NO. 2611 IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 29, PAGE 59 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 247.0 FEET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF PARCEL 1 OF THE LAND DESCRIBED IN THE DEED RECORDED JUNE 15, 1977, AS INSTRUMENT NO. 77-627255 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER, WITH A LINE PARALLEL WITH AND DISTANT 5 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF MAIN STREET, 80 FEET WIDE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE 4.5 FEET TO A LINE PARALLEL WITH AND DISTANT 0.5 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHWESTERLY LINE OF MAIN STREET; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE, 282.2 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID LAST MENTIONED PARALLEL LINE, 4.5 FEET TO SAID LINE PARALLEL WITH AND DISTANT 5 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF MAIN STREET; THENCE SOUTHWESTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING.

THE ELEVATION SHOWN ABOVE IS BASED ON CITY OF LOS ANGELES BENCHMARK NO. 1458012-06170, HAVING AN ELEVATION OF 272.396 FEET (1975 ADJUSTMENT), AS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY.

APN: 5149-020-916 and 5149-020-941

EXHIBIT "A-8"

Attorney General Building

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND BEING LOT 1, 2, 3 AND 4 IN THE BLOCK BOUNDED BY "I" AND "J", 13TH AND 14TH STREETS OF THE CITY OF SACRAMENTO, ACCORDING TO THE OFFICIAL MAP OR PLAN THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89° 53' 57" EAST, 320.74 FEET; THENCE SOUTH 00° 02' 03" WEST, 160.36 FEET; THENCE SOUTH 89° 55' 27" WEST 320.64 FEET; THENCE NORTH 160.22 FEET TO THE POINT OF BEGINNING.
AND ALSO SHOWN AND DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED APRIL 12, 1994 IN BOOK 940412, PAGE 2016, OFFICIAL RECORDS.

APN: 006-0054-026-0000

EXHIBIT "A-9"

East End Complex

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS BASED ON THE LEGAL DESCRIPTIONS UTILIZED FOR SELLER'S BOND TRANSACTIONS. SELLER IS WORKING WITH FIRST AMERICAN TO OBTAIN REPLACEMENT LEGAL DESCRIPTION BASED ON THE VESTING DEEDS AND DOCUMENTS AND THESE REVISED DESCRIPTIONS WILL BE PROVIDED. IN ADDITION SELLER IS WORKING WITH THE CITY OF SACRAMENTO IN ORDER TO MEET THE AGREEMENT WITH THE CITY FOR THE CONVEYANCE OF A STREET AND PUBLIC UTILITY EASEMENT FOR THE NEW CAPITOL AVENUE.

1430 N Street

A PORTION OF THAT CERTAIN BLOCK BOUNDED BY N, O, 14TH AND 15TH STREETS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 14TH STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET, WITH THE SOUTHERLY RIGHT OF WAY LINE OF N STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF N STREET, SOUTH 71°32'35" EAST A DISTANCE OF 80.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF N STREET SOUTH 71°32'35" EAST A DISTANCE OF 241.70 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF 15TH STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET;
THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 18°20'41" WEST A DISTANCE OF 340.54 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT WAY LINE OF O STREET LYING 40.00 FEET DISTANCE FROM THE CENTERLINE OF SAID STREET;
THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 71°34'31" WEST A DISTANCE OF 322.56 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF 14TH STREET;
THENCE ALONG SAID EASTERLY RIGHT WAY LINE, NORTH 18°23'41" EAST A DISTANCE OF 170.36 FEET;
THENCE LEAVING SAID RIGHT WAY LINE, SOUTH 71°33'33" EAST A DISTANCE OF 80.60 FEET;
THENCE NORTH 18°22'56" EAST A DISTANCE OF 170.34 FEET TO THE POINT OF BEGINNING.

APN: 006-0225-002, 003, 004 and 005

East End Complex – All other

Real property in the City of SACRAMENTO, County of SACRAMENTO, State of CALIFORNIA, described as follows:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY AND COUNTY OF SACRAMENTO, STATE OF CALIFORNIA AND BEING THAT CERTAIN BLOCK BOUNDED BY L. CAPITOL, 15TH AND 16TH STREETS, TOGETHER WITH THAT CERTAIN BLOCK BOUNDED BY L. CAPITOL, 16TH AND 17TH STREETS, TOGETHER WITH A PORTION OF THAT CERTAIN BLOCK BOUNDED BY CAPITOL, N. 15TH AND 16TH STREETS, TOGETHER WITH A PORTION OF THAT CERTAIN BLOCK BOUNDED BY CAPITOL, N. 16TH AND 17TH STREETS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 15TH

STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF L STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET;
THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF L STREET SOUTH 71° 34' 15" EAST A DISTANCE OF 321.41 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF 16TH STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 18° 21' 50" WEST A DISTANCE OF 391.01 FEET TO AN ANGLE POINT;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 18° 18' 38" WEST A DISTANCE OF 210.60 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN 20.00 FOOT WIDE ALLEY BISECTING THE BLOCK BOUNDED BY CAPITOL, N. 15TH AND 16TH STREETS;
THENCE ALONG SAID NORTHERLY LINE OF SAID ALLEY, NORTH 71° 31' 35" WEST A DISTANCE OF 321.67 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF 15TH STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 18° 23' 14" EAST A DISTANCE OF 210.50 FEET TO AN ANGLE POINT;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 18° 21' 41" EAST A DISTANCE OF 390.86 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 16TH STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF L STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET;
THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF L STREET SOUTH 71° 40' 34" EAST A DISTANCE OF 321.83 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF 17TH STREET LYING 40.00 FEET DISTANT FROM THE CENTERLINE OF SAID STREET;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 18° 20' 13" WEST A DISTANCE OF 391.63 FEET TO AN ANGLE POINT;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 18° 23' 10" WEST A DISTANCE OF 210.58 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THAT CERTAIN 20.00 FOOT WIDE ALLEY BISECTING THE BLOCK BOUNDED BY CAPITOL, N. 16TH AND 17TH STREETS;
THENCE ALONG SAID NORTHERLY LINE OF SAID ALLEY, NORTH 71° 35' 13" WEST A DISTANCE OF 321.73 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF 16TH STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 18° 18' 38" EAST A DISTANCE OF 210.75 FEET TO AN ANGLE POINT;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 18° 21' 50" EAST A DISTANCE OF 390.96 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CENTERLINE OF 15TH STREET BETWEEN MONUMENTS IN THE CENTERLINE OF O STREET AND P STREET AS SHOWN THAT CERTAIN FINAL MAP ENTITLED "GRANTREE" FILED FOR RECORD IN BOOK 160 OF MAPS AT PAGE 10, SACRAMENTO COUNTY OFFICIAL RECORDS. SAID BEARING IS NORTH 18° 30' 29" WEST.

APN: 006-0174-017, PARCEL 2
006-0172-019, PARCEL 2

EXHIBIT "A-10"

Franchise Tax Board

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A AS SHOWN ON THE PARCEL MAP ENTITLED "MAYHEW TECHNOLOGY CENTER (EAST), ALL OF 33 R.O.S. 45, AND A PORTION OF SECTION 8 T.8N., R6E., M.D.M.", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA ON FEBRUARY 1, 1984, IN BOOK 79 OF PARCEL MAPS, PAGE 19.

EXCEPTING THEREFROM ALL THAT DEED TO SYUFY ENTERPRISES, A CALIFORNIA LIMITED PARTNERSHIP BY DOCUMENT RECORDED DECEMBER 28, 2001 IN BOOK 20011228, AT PAGE 2055 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A AS SAID PARCEL IS SHOWN ON THAT CERTAIN PLAT ENTITLED MAYHEW TECHNOLOGY CENTER (EAST), FILED IN BOOK 79 OF PARCEL MAPS AT PAGE 19, SACRAMENTO COUNTY RECORDS, SAID REAL PROPERTY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL A; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF SAID PARCEL A THE FOLLOWING TWO (2) COURSES: 1) SOUTH 53° 42' 09" WEST 141.28 FEET AND 2) SOUTH 57° 34' 12" WEST 496.75 FEET; THENCE LEAVING SAID SOUTHERLY LINE ON A COURSE PERPENDICULAR TO THE PREVIOUS COURSE NORTH 32° 25' 48" WEST 114.28 FEET TO A POINT ON THE GENERAL NORTHERLY LINE OF SAID PARCEL A; THENCE ALONG SAID GENERAL NORTHERLY AND EASTERLY LINES OF SAID PARCEL A THE FOLLOWING TWO (2) COURSES: 1) NORTH 74° 44' 18" EAST 139.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1700.00 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 16° 49' 27" EAST AND 2) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 12' 45" AN ARC DISTANCE OF 510.71 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 64° 34' 10" EAST 508.79 FEET) TO THE NORTHEASTERLY CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL A SOUTH 18° 40' 10" EAST 1.67 FEET TO THE POINT OF BEGINNING, CONTAINING 0.610

PARCEL TWO:

PARCEL 1 AS SHOWN ON THE PARCEL MAP ENTITLED "MAYHEW TECHNOLOGY CENTER II (EAST), ALL OF PARCEL 'C' MAYHEW TECHNOLOGY CENTER (EAST) PER 79 P.M.19," RECORDED OCTOBER 3, 1985 IN BOOK 89 OF PARCEL MAPS AT PAGE 15, RECORDS OF SAID COUNTY.

PARCEL THREE:

PARCEL 2 AS SHOWN ON THE PARCEL MAP ENTITLED "MAYHEW TECHNOLOGY CENTER II (EAST), ALL OF PARCEL 'C' MAYHEW TECHNOLOGY CENTER (EAST) PER 79 P.M.19," RECORDED OCTOBER 3, 1985 IN BOOK 89 OF PARCEL MAPS AT PAGE 15, RECORDS OF SAID COUNTY.

PARCEL FOUR:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "MAYHEW TECHNOLOGY CENTER (EAST)" FILED IN BOOK 79 OF PARCEL MAPS, PAGE 19, SACRAMENTO COUNTY RECORDS, SAID REAL PROPERTY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL B; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID PARCEL B NORTH 57° 10' 29" EAST 579.60 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 32° 49' 31" EAST 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET TO WHICH POINT A RADIAL LINE BEARS NORTH 32° 49' 31" WEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 147° 10' 29" AN ARC DISTANCE OF 226.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 16° 24' 45" EAST 168.83 FEET); THENCE NORTH 90° 00' 00" EAST 318.63 FEET; THENCE NORTH 00° 00' 00" EAST 36.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.00 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 00° 00' 00" EAST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69° 30' 46" AN ARC DISTANCE OF 29.12 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 55° 14' 37" EAST 27.36 FEET) TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 106.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 26' 25" AN ARC DISTANCE OF 54.47 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 35° 12' 27" EAST 53.87 FEET) TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 54.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49° 01' 36" AN ARC DISTANCE OF 46.21 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 25° 24' 52" EAST 44.81 FEET) TO THE WESTERLY RIGHT OF WAY OF BUTTERFIELD WAY AS DEDICATED ON SAID PARCEL MAP, ALSO BEING THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 541.93 FEET; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: 1) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 24' 01" AN ARC DISTANCE OF 13.24 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00° 12' 03" EAST 13.24 FEET); 2) NORTH 00° 33' 41" W 165.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 455.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 89° 25' 33" EAST; AND 3) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 43' 03" AN ARC DISTANCE OF 140.70 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 09° 25' 59" WEST 140.14 FEET) TO THE NORTHERLY LINE OF SAID PARCEL B; THENCE ALONG SAID NORTHERLY LINE NORTH 57° 10' 29" EAST 92.46 FEET TO THE EASTERLY RIGHT OF WAY OF SAID BUTTERFIELD WAY, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 545.00 FEET TO WHICH POINT A RADIAL LINE BEARS NORTH 69° 16' 05" EAST; THENCE LEAVING SAID NORTHERLY LINE OF PARCEL B AND ALONG SAID EASTERLY RIGHT OF WAY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 41' 49" AN ARC DISTANCE OF 63.70 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 17° 23' 00" EAST 63.66 FEET) TO THE EASTERLY LINE OF SAID PARCEL B; THENCE ALONG SAID EASTERLY LINE SOUTH 00° 33' 41" EAST 428.28 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SAID BUTTERFIELD WAY, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 631.93 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 78° 03' 09" EAST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 53' 38" AN ARC DISTANCE OF 263.53 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 23° 53' 40" WEST 261.63 FEET) TO THE SOUTHERLY LINE OF SAID PARCEL B; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 89° 27' 59" WEST 57.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 500.00 FEET TO WHICH POINT A RADIAL LINE BEARS SOUTH 50° 53' 22" EAST; 2) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 21' 21" AN ARC DISTANCE OF 439.44 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64° 17' 18" WEST 425.43 FEET); 3) SOUTH 89° 27' 59" WEST 288.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET; AND 4) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 46' 17" AN ARC DISTANCE OF 50.36 FEET (SAID CURVE BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 86° 34' 50" WEST 50.34 FEET) TO THE SOUTHWEST CORNER OF SAID PARCEL B; THENCE

ALONG THE WESTERLY LINE OF SAID PARCEL B THE FOLLOWING TWO (2) COURSES: 1) NORTH 00° 33' 16" WEST 82.14 FEET; AND 2) NORTH 32° 49' 31" WEST 235.78 FEET TO THE POINT OF BEGINNING, CONTAINING 8.786 ACRES MORE OR LESS.

PARCEL FIVE:

A PORTION OF PARCEL "B" AS SHOWN ON THE PARCEL MAP ENTITLED "MAYHEW TECHNOLOGY CENTER (EAST)" FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY ON FEBRUARY 1, 1984, IN BOOK 79 OF PARCEL MAPS, AT PAGE 19, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "B"; THENCE S 89° 27' 59" W 107.91 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL "B" TO A POINT ON THE SOUTHEASTERLY LINE OF BUTTERFIELD WAY AS SHOWN ON SAID MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 631.93 FEET, FROM WHICH BEGINNING OF CURVE THE CENTER OF SAID CURVE BEARS N. 54° 11' 35" W; THENCE NORTHEASTERLY 262.87 FEET ALONG SAID SOUTHEASTERLY LINE OF BUTTERFIELD WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 50' 02" TO A POINT ON THE EAST LINE OF SAID PARCEL "B"; THENCE S 00° 32' 01" E 237.63 FEET ALONG SAID EAST LINE OF PARCEL "B" TO THE POINT OF BEGINNING.

PARCEL SIX:

ALL THAT PORTION OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 6 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT FROM WHICH THE INTERSECTION OF THE EASTERLY LINE OF MAYHEW ROAD WITH THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT-OF-WAY BEARS SOUTH 57° 07' 39" WEST 71.90 FEET; SAID POINT OF BEGINNING ALSO BEING LOCATED NORTH 57° 10' 29" EAST 113.01 FEET FROM THE MOST NORTHWESTERLY CORNER PARCEL "C" AS SHOWN ON THE PLAT OF MAYHEW TECHNOLOGY CENTER (EAST) RECORDED FEBRUARY 1, 1984 IN PARCEL MAP BOOK 79, PAGE 19; THENCE FROM SAID POINT OF BEGINNING SOUTH 19° 39' 44" EAST 128.26 FEET ALONG THE EASTERLY DRAINAGE EASEMENT LINE; THENCE NORTH 70° 20' 16" EAST 50 FEET; THENCE NORTH 19° 39' 44" WEST 140 FEET TO THE SAID SOUTHERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY LINE SOUTH 57° 07' 39" WEST 51.36 FEET TO THE POINT OF BEGINNING.

PARCEL SIX A

AN EASEMENT TO CONSTRUCT, RECONSTRUCT, MAINTAIN AND USE A PRIVATE ROADWAY AS SET FORTH IN AN INDENTURE, EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A CORPORATION OF THE STATE OF DELAWARE, AND COUNTY OF SACRAMENTO, DEPARTMENT OF PUBLIC WORKS, RECORDED FEBRUARY 11, 1975, IN BOOK 7502-11, PAGE 475, OFFICIAL RECORDS OF SACRAMENTO COUNTY, CALIFORNIA.

PARCEL SEVEN:

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 6 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIPE ON THE NORTH LINE OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 6 EAST, LOCATED SOUTH 88° 12' WEST 1457.0 FEET FROM AN IRON PIPE MARKING THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 6 EAST, THENCE FROM SAID POINT OF BEGINNING, SOUTH 1° 04' EAST 1342.00 FEET TO AN IRON PIPE; THENCE SOUTH 89° 51' WEST 830.70 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8, THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, NORTH 0° 24' WEST 651.00 FEET TO A POINT; THENCE, LEAVING SAID LAST MENTIONED LINE, NORTH 89° 36' EAST 175.0 FEET AND NORTH 0° 24' WEST 385.77 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE

NORTH-PLACERVILLE BRANCH OF SOUTHERN PACIFIC RAILROAD; THENCE ALONG SAID RIGHT OF WAY, LINE NORTH 57° 16' EAST 557.56 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE ALONG SAID LAST MENTIONED LINE, NORTH 88° 12' EAST 169.0 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS SHOWN ON THE "PLAT OF SCHMIDT PROPERTY" FILED JANUARY 13, 1927, IN BOOK 3 OF SURVEYS, PAGE NO. 5.

PARCEL EIGHT:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 6 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE ON THE NORTH LINE OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 6 EAST, LOCATED SOUTH 88° 12' WEST 1457.0 FEET FROM THE IRON PIPE MARKING THE NORTHEAST CORNER OF SECTION 8 TOWNSHIP 8 NORTH, RANGE 6 EAST, THENCE FROM SAID POINT OF BEGINNING SOUTH 88° 12' WEST 169.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PLACERVILLE BRANCH OF SOUTHERN PACIFIC RAILROAD, AS CREATED BY EXCEPTION IN THAT CERTAIN DEED DATED JULY 21, 1872, RECORDED AUGUST 13, 1872, IN BOOK 66 OF DEEDS, PAGE 506, EXECUTED BY CENTRAL PACIFIC RAILROAD COMPANY AND OTHERS, TO EDWARD KELLY; THENCE NORTH 57° 16' EAST ALONG SAID RIGHT OF WAY LINE 198.54 FEET, THENCE SOUTH 1° 04' EAST 102.07 FEET TO THE POINT OF BEGINNING.

PARCEL NINE:

A PORTION OF THOSE TRACTS OF LAND IN SECTION 8, T.8N., R.6E., M.D.M., CONVEYED TO STATE OF CALIFORNIA BY DEEDS RECORDED (1) NOVEMBER 9, 1967, IN BOOK 6711-09, PAGE 3, AND (2) NOVEMBER 7, 1969, IN BOOK 6911-07, PAGE 526, BOTH OFFICIAL RECORDS OF SACRAMENTO COUNTY.

SAID PORTION IS THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHWEST CORNER OF SAID TRACT OF LAND CONVEYED BY SAID DEED RECORDED NOVEMBER 9, 1967; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF SAID TRACTS OF LAND N. 89° 35' 45" E. 830.82 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DIRECTOR'S DEED RECORDED OCTOBER 12, 1971, IN BOOK 7110-12, AT PAGE 532, OFFICIAL RECORDS OF SACRAMENTO COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND S. 01° 19' 15" E. 284.40 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND; THENCE PARALLEL WITH SAID NORTHERLY LINE S.89° 35' 45" W. 834.36 FEET TO A POINT IN THE WESTERLY LINE OF SAID TRACT CONVEYED BY SAID DEED RECORDED NOVEMBER 9, 1967; THENCE ALONG LAST SAID WESTERLY LINE N. 00° 36' 25" W. 284.37 FEET TO THE POINT OF BEGINNING.

PARCEL TEN:

ALL THAT PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 6 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS: BEGINNING AN IRON PIPE ON THE NORTH LINE OF SAID SECTION 8, LOCATED SOUTH 88° 12' WEST 1457.00 FEET FROM AN IRON PIPE MARKING THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 01° 04' EAST 1342.80 FEET TO AN IRON PIPE; THENCE SOUTH 89° 51' WEST 830.70 FEET TO THE SOUTHWEST OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8, NORTH 00° 24' WEST 926.00 FEET TO THE SOUTHERLY LINE OF THE PLACERVILLE BRANCH OF THE SOUTHERN PACIFIC RAILROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 57° 16' EAST 764.67 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE NORTH 88° 12' EAST 169.00 FEET TO THE POINT OF BEGINNING; CONTAINING 22.227 ACRES AS SHOWN ON THE "PLAT OF SCHMIDT PROPERTY", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA,

ON JANUARY 13, 1927, IN BOOK 3 OF SURVEYS, MAP NO. 5.
EXCEPTING THEREFROM ALL THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIPE ON THE NORTH LINE OF SAID SECTION 8, LOCATED SOUTH 88° 12' WEST 1457000 FEET FROM AN IRON PIPE MARKING THE NORTHEAST CORNER OF SAID SECTION 8; THENCE FROM SAID POINT OF BEGINNING SOUTH 01° 40' EAST 1342.80 FEET TO AN IRON PIPE; THENCE SOUTH 89° 51' WEST 830.70 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8; THENCE ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 8 NORTH 00° 24' WEST 651.00 FEET TO A POINT; THENCE LEAVING SAID LAST MENTIONED LINE NORTH 89° 36' EAST 175.00 FEET AND NORTH 00° 24' WEST 385.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE PLACERVILLE BRANCH OF THE SOUTHERN PACIFIC RAILROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 57° 16' EAST 557.56 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE ALONG SAID LAST MENTIONED LINE NORTH 88° 12' EAST 169.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.90 ACRES, MORE OR LESS. SAID PROPERTY AS SHOWN ON THE "PLAT OF SCHMIDT PROPERTY" FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON JANUARY 13, 1927, IN BOOK 3 OF SURVEYS, MAPS NO. 5.
EXCEPTING THEREFROM PARCELS FOUR, SEVEN AND TEN ANY PORTION LYING WITHIN THE DEED TO SACRAMENTO REGIONAL TRANSIT DISTRICT, A PUBLIC CORPORATION IN DOCUMENT RECORDED MARCH 21, 2002 IN BOOK 20020321, AT PAGE 1548.

APN: 068-0580-005-000; 068-0580-006-000; 068-0580-007-000; 068-0580-009-000; 068-0011-039-0000; 068-0011-105-0000 and 068-0580-004-0000

EXHIBIT “A-11”

Franchise Tax Board

EXHIBIT B

RESERVED

**EXHIBIT C
FORM OF GRANT DEED**

RECORDING REQUESTED BY

State of California-Official Business
Department of General Services

Document entitled to free recordation
Pursuant to Gov't Code Sec. 6103

WHEN RECORDED MAIL TO

Attention: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed	Agency: DEPARTMENT OF GENERAL SERVICES Project:
-------------------	--

Pursuant to the provisions of Government Code Sections 14670.13, the STATE OF CALIFORNIA, acting by and through its duly appointed and qualified Director of the Department of General Services, hereby grants to _____, LLC, a _____ limited liability company, ("**Grantee**"), all its rights, title, and interest, including any reversionary or other rights or interest in and to all roads and rights-of-way in and to that certain real property situated in the City of _____, County of _____, State of California, more fully described in EXHIBIT A attached hereto and incorporated herein by reference and hereinafter referred to as the "**Property**".

EXCEPTING AND RESERVING to the State of California:

1. **Mineral Rights.** All minerals and mineral deposits as defined in Section 6407 of the Public Resources Code, including, but not limited to, oil and gas, other gases, including, but not limited to, nonhydrocarbon and geothermal gases, oil shale, coal, phosphate, alumina, silica, fossils of all geological ages, sodium, gold, silver, metals and their compounds, alkali, alkali earth, sand, clay, gravel, salts and mineral waters, uranium, trona, and geothermal resources, together with the right of the State or persons authorized by the State to prospect for, drill for, extract, mine and remove such deposits or resources, except that the State or persons authorized by the State shall not have the right to prospect for, drill for, extract, mine or remove such deposits above a plane located 500 feet below the surface of the property nor a right to occupy and use the surface of such lands for said purposes.

AND SUBJECT TO THE FOLLOWING INTERESTS AND EXCEPTIONS:

1. Water rights, claims or title to water, whether or not shown by the public records.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

IN WITNESS WHEREOF, the STATE has caused this Grant Deed to be executed this _____ day of _____ 2010.

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
Ron Diedrich
Director

By _____

Real Estate Services Division

EXHIBIT A TO GRANT DEED
LEGAL DESCRIPTION

EXHIBIT B TO GRANT DEED

OFF RECORD MATTERS

1. All matters which a correct survey of the Property would disclose.
2. All matters which could be ascertained by a physical inspection of the Property.
3. Interest of tenants in possession as tenants under the following leases: [List Leases]
4. A lien for non-delinquent taxes for real property and personal property, and any nondelinquent general or special assessments against the Property.
5. Zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property.

EXHIBIT D - D10
Forms of Lease of Land and Improvements

EXHIBIT E

**FORM OF FIRPTA AFFIDAVIT
TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS**

To inform _____, a _____
 (“Transferee”), that withholding of tax under Section 1445 of the Internal Revenue Code of
 1986, as amended (collectively, the “Code”), will not be required for transfer of certain real
 property to Transferee by _____ (“Transferor”), the undersigned hereby
 certifies the following on behalf of Transferor:

1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust,
 or foreign estate (as those terms are defined in the Code and the Income Tax Regulations
 promulgated thereunder);
2. Transferor's U.S. taxpayer identification number is as follows: _____.
3. Transferor's office address is as follows:

4. Transferor is not a “disregarded entity” as defined in IRS Regulation 1.1445-2(b)(iii).

Transferor understands that this Certification may be disclosed to the Internal Revenue Service
 by Transferee and that any false statement contained herein could be punished by fine,
 imprisonment, or both.

Transferor understands that Transferee is relying on this Certification in determining whether
 withholding is required upon said transfer.

Under penalty of perjury I declare that I have examined this Certification and to the best of my
 knowledge and belief it is true, correct and complete, and I further declare that I have authority
 to sign this document on behalf of Transferor.

Date: _____, 20__

TRANSFEROR:

By: _____
Name: _____
Title: _____