

**PURCHASE AND SALE
AGREEMENT**

BETWEEN

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

**as
“SELLER”**

AND

**THE SOUTH KOREAN MILITARY PENSION FUND (“SKMP”)
AND
THE MILITARY MUTUAL AID ASSOCIATION FUND (“MMAA”)**

**as
“PURCHASER”**

DATED AS OF MAY 21ST, 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.

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”), dated as of May 21st, 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 “SKMP” and “MMAA” (“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.

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 MacAllister Avenue & 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-6, 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 West 4th 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 “Junipero Serra Building”);

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 South Spring 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 “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-9, 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 Capitol Avenue & 1615-1616 Capitol Avenue, which is legally described on Exhibit A10, 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-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 AND TWO HUNDRED AND NINETY MILLION Dollars (\$ 2,290,000,000) (the “Purchase Price”), which shall be apportioned as per Exhibits 2.1.A, 2.1.B and 2.1.C.

2.1.1 Initial Deposit. Within three (3) Business Days (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 MILLION Dollars (\$50,000,000) (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).

2.1.3 Consulting/Advisory Fee. Upon successful completion of the transaction, the State of California will pay a Consulting/Advisory Fee to Euromart Realty Group Inc. and McKinley Infocapital Co. of Ten Million (\$10,000,000) US Dollars. Such fee shall be payable only if, as and when the above mentioned transaction has been successfully completed.

2.1.4 Lease. The Purchase and Sale Agreement is conditional on some of the following modifications to the lease:

- a) Penalties on late monthly rental payments
- b) Labour union, prevailing wages loss
- c) Capital cost of HVAC equipment, carpet and partition replacement recoveries
- d) PLL insurance is required during any demolition or construction – Premiums for these policies can be high. There should be a work threshold here.
- e) Exhibit B – These are very detailed standards to keep the building to. They will limit choice on replacement materials over time. The State should warrant that the leased premises met the Exhibit standards on closing.

- f) If there are any property taxes to be paid, the State of California has to pay such tax.

Exhibit 2.1.A Purchase Price Breakdown for each of the complexes

Property Name	Address	Rentable Area (SF)	Year Built	Net Rental Income	Purchase Price
Public Utilities Commission Building	505 Van Ness Avenue San Francisco	270,768	1984	\$ 6,098,050	\$ 94,000,000
San Francisco Civic Centre (Earl Warren & Hiram Johnson Buildings)	350 McAllister Avenue & 455 Golden Gate Avenue San Francisco	912,387	1922 & 1999	\$ 22,040,256	\$ 344,000,000
Elihu Harris Building	1515 Clay Street Oakland	700,589	1998	\$ 12,613,763	\$ 197,500,000
Judge Rattigan Building	50 D Street Santa Rosa	92,388	1983	\$ 1,040,445	\$ 15,500,000
	SUBTOTAL	1,976,112		\$ 41,792,514	\$ 651,000,000
Junipero Serra State Building	320 West 4th Street Los Angeles	431,856	1914, 1999 (Renovated)	\$ 6,789,418	\$ 105,000,000
Ronald Reagan State Building	300 South Spring Street Los Angeles	739,158	1989	\$ 12,195,530	\$ 190,000,000
	SUBTOTAL	1,171,014		\$ 18,984,948	\$ 295,000,000
Attorney General Building	1300 I Street Sacramento	376,866	1995	\$ 9,708,584	\$ 150,000,000
Capitol Area Eas End Complex	1430 N Street; 1500, 1501 1615, and 1616 Capitol Avenue Sacramento	1,474,705	2002 & 2003	\$ 35,543,577	\$ 560,000,000
Department of Justice Building	4949 Broadway Sacramento	381,718	1982	\$ 4,936,426	\$ 58,000,000
Franchise Tax Board Complex	9645 Butterfield Way Sacramento	1,814,056	1984, 1993 2003 & 2005	\$ 34,310,182	\$ 531,000,000
Cal EMA	3650 Schriever Avenue Rancho Cordova	116,687	2002	\$ 2,921,246	\$ 45,000,000
	SUBTOTAL	4,164,032		\$ 87,420,015	\$ 1,344,000,000
PORTFOLIO DETAILS					
	GRANDTOTAL	7,311,158		\$ 148,207,477	\$ 2,290,000,000

Exhibit 2.1. B Net Rental Income & Expenses

Building	Year 1 - 5 Gross Rent per month	Year 1 - 5 Gross Rent per annum	Net Rental Income	Operating Expenses	Rentable Area (SF)	Expenses per Square Foot
A Public Utilities Commission Building	804,167	9,650,004	6,098,050	3,551,954	270,768	13.12
B San Francisco Civic Centre	2,968,630	35,623,560	22,040,256	13,583,304	912,387	14.89
C Elihu Harris Building	1,805,844	21,670,128	12,613,763	9,056,365	700,589	12.93
D Judge Rattigan Building	177,193	2,126,316	1,040,445	1,085,871	92,368	11.76
E Junipero Serra State Building	944,583	11,334,996	6,799,418	4,535,578	431,856	10.50
F Ronald Reagan State Building	1,614,516	19,374,192	12,195,530	7,178,662	739,158	9.71
G Attorney General Building	1,067,692	12,812,304	9,708,584	3,103,720	376,866	8.24
H Capitol Area East End Complex	4,124,974	49,499,688	35,543,577	13,956,111	1,474,705	9.46
I Department of Justice Building	760,436	9,125,232	4,936,426	4,188,806	381,718	10.97
J Franchise Tax Board Complex	4,179,167	50,150,004	34,310,182	15,839,822	1,814,056	8.73
K Cal EMA	297,552	3,570,624	2,921,246	649,378	116,687	5.57
	\$ 18,744,754	\$ 224,937,048	\$ 148,207,477	\$ 76,729,571	\$ 7,311,158	\$ 10.53

Exhibit 2.1.C

Gross Rent Schedule

Building	Year 1 - 5 Gross Rent per month	Year 6 - 10 Gross Rent per month	Year 11 - 15 Gross Rent per month	Year 16 - 20 Gross Rent per month	Net Rental Income per annum
A. Public Utilities Commission Building	804,167	884,583	973,042	1,070,346	6,098,050
B. San Francisco Civic Centre	2,968,630	3,265,493	3,592,042	3,951,246	22,040,256
C. Elihu Harris Building	1,805,844	1,986,428	2,185,071	2,403,578	12,613,763
D. Judge Rattigan Building	177,193	194,912	214,403	236,843	1,040,445
E. Junipero Serra State Building	944,583	1,039,041	1,142,946	1,257,240	6,799,418
F. Ronald Reagan State Building	1,614,516	1,775,968	1,953,564	2,148,921	12,195,530
G. Attorney General Building	1,067,692	1,174,461	1,291,907	1,421,097	9,708,584
H. Capitol Area East End Complex	4,124,974	4,537,471	4,991,219	5,490,340	35,543,577
I. Department of Justice Building	760,436	836,480	920,128	1,012,140	4,936,426
J. Franchise Tax Board Complex	4,179,167	4,597,083	5,056,792	5,562,471	34,310,182
K. Cal EMA	297,552	327,307	360,038	396,041	2,921,246
	\$ 18,744,754	\$ 20,619,227	\$ 22,681,152	\$ 24,949,263	\$ 148,207,477

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) 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 _____, 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 the Property, or 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 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 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, 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.

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 31st, 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 September 1, 2011. 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-10 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 ConditionsThe 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) 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 to 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 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. If Purchaser fails to timely and properly notify Seller of Purchaser's election, Purchaser is deemed to have elected to 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 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. 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 \$300,000.00 in the aggregate; and (z) may be asserted by Purchaser only in the amount and to the extent that the aggregate exceeds \$50,000.00; (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. 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:

Att
n:
Ph
one
:
Fax
:

with a copy to:

Att
n:
Ph
one
:

Fax
:

If to Purchaser:

MCKINLEY INFOCAPITAL
468 North Kamden Drive, Suite 200
Beverly Hill. 90210

Attn.: Christopher Simm, Managing
Director

Phone 1.866.966.9609

Fax: 1.866.301.3054

Email:
info@themckinley.com

with a copy to:

EUROMART REALTY GROUP INC.
121 Richmond Street West, Suite 1000
Toronto, ON, M5H 1K2

Attn: Bruno J. Arnold, Chairman

Phone (416) 863-9858

Fax: (416) 861-0191

Email: consult@euromart.ca

If to Escrow
Agent:

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. Holdback out of the closing funds.

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 MAY 21ST, 2010
BETWEEN
STATE OF CALIFORNIA
AND
“SKMP” AND “MMAA”

SELLER:

By: _____
Name: _____
Title: _____

SIGNATURE PAGE

TO

PURCHASE AGREEMENT

DATED MAY 21ST, 2010

BETWEEN

STATE OF CALIFORNIA

AND

THE SOUTH KOREAN MILITARY PENSION FUND ("SKMP")
AND
THE MILITARY MUTUAL AID ASSOCIATION FUND ("MMAA")

PER: _____

PER: _____

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 B

RESERVED

EXHIBIT C
FORM OF GRANT DEED

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: _____