

5/21/10 Stockbridge Comments on the Purchase and Sale Agreement

**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.

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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 on the applicable Land. Pursuant to the terms of the JPA Agreements and/or JPA Lease Purchase Agreements, upon the deposit of funds with the Escrow Agent or bond trustee sufficient to defease and/or redeem the bonds, title to the applicable Properties will automatically vest in the State of California and/or its designee. Seller has obtained all approvals or consents from the JPA’s and any other parties whose approval or consent is required (including the issuers and trustees) in order to defease and/or redeem the bonds on the JPA Properties and, for Seller to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects related to the bond financings, and to transfer title to the applicable Properties to Purchaser in accordance with the terms of this Agreement.¹ Seller has agreed to bear all costs of the defeasance and or/redemption of the bonds on the JPA Properties and for any other actions necessary for Purchaser to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects related to the bond financings. Seller has notified the Oakland State Building Authority of its intent to exercise its option to purchase pursuant to Section 3.7 of the JPA Lease Purchase Agreement between the Oakland State Building ~~authority~~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 (the “OSBA Amendment”) to the joint powers agreement ~~for~~with the Oakland State Building Authority for the Elihu Harris Building is being processed and is expected to ~~occur~~take effect by July 1, ~~2010~~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 of JPAs have been ~~obtain~~obtained and the 30 day notice period to the legislature has expired, ~~then~~Seller will provide the legislature with the required notice and the language highlighted in yellow will be deleted.]

Certain Properties, or interests in the Properties (described in sections 1.1.9-~~1.1.12~~1.1.11, and collectively the “SPWB Properties”), are owned by the State of California. The SPWB

¹ Please provide copies of these approvals.

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,” and collectively, with the JPA Agreements, the JPA Lease Purchase Agreements, and any indentures or other agreements, documents or instruments in connection with the existing bond financings, the “Bond Financing Documents”). 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 on the applicable Land. Pursuant to the terms of the ~~JSPWB~~SPWB Facility Lease Agreements, upon the deposit of funds with the Escrow Agent or bond trustee sufficient to defease and/or redeem the bonds, title to the Properties will automatically vest in the State of California. Seller has obtained all approvals ~~from the SPWBs~~or consents from the SPWB and any other parties whose approval or consent is required (including the trustees and issuers) in order to defease and/or redeem the bonds on the SPWB Properties, and for Seller to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects related to the bond financings and to transfer title to the applicable Properties to Purchaser in accordance with the terms of this Agreement.² Seller has agreed to bear all costs of the defeasance and or/redemption of the bonds on the SPWB Properties and for any other actions necessary for Purchaser to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects related to the bond financings.

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: _____, 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 “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: _____, 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 “DOJ Building”);

² Please provide copies of these approvals.

1.1.3 That certain parcel of land located in the City of Santa Rosa, _____ County, California, with the following street address: _____, which is legally described on Exhibit A-2,3, 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: _____, which is legally described on Exhibit A-3,4, 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: _____, which is legally described on Exhibit A-4,5, 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: _____, which is legally described on Exhibit A-5,6, 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 ~~Angels~~Angeles, Los ~~Angels~~Angeles County, California, with the following street address: _____, which is legally described on Exhibit A-6,7, 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 ~~Angels~~Angeles, Los Angeles County, California, with the following street address: _____, which is legally described on Exhibit A-7,8, 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: _____, which is legally described on Exhibit A-8,9, 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: _____, which is legally described on Exhibit A-9,10, 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: _____, which is legally

described on Exhibit A-1011 and Exhibit A-11,12³, 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”).

1.1.13 The easements, rights of way, privileges, entitlements, development rights, air rights, appurtenances, strips, gores, rights to any vaults under adjoining sidewalks and other rights and benefits of Seller belonging to or in any way related to the Land.

1.1.14 Any land lying in the bed of any street, road or avenue, opened or exposed, public or private, in front of or adjoining the Land to the center line thereof.

1.1.15 All construction plans and specifications, environmental and engineering reports and “as-built” surveys and all other books, records, files, studies and other materials relating to the Land or Improvements in Seller’s possession.

1.1.16 All transferable or assignable certificates(s) of occupancy, building or equipment permits, consents, authorizations, variances, waivers, licenses, permits, certificates and approvals from any governmental or quasi-governmental authority necessary for the use of the Land or the Improvements.

1.1.17 All transferable or assignable warranties or guarantees relating to the ownership, development, use and operation of the Land and Improvements.

[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.⁴]

[1.3 There are no assignable service contracts, ~~warranties, licenses, or franchises, and permits~~ related to the Property (collectively, the “Contracts”) that will be transferred to Purchaser.⁵]

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-~~1-D10-11~~ (the “Leases”).

1.5 Seller and Purchaser acknowledge and agree that Seller has pre-existing leases with third parties, which are not agencies, political subdivisions or employees of Seller, and that Seller shall have the right to continue those leases and to enter into new leases ~~in~~

³ Please provide complete exhibit.

⁴ To be confirmed that there is no personal property, machinery or equipment that will be transferred.

⁵ To be confirmed that necessary contracts will be transferred to Purchaser.

accordance with, subject to the terms and conditions of [this Agreement and](#) the Leases ([the “Third Party Space 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 _____ Dollars (\$ _____) (the “Purchase Price”), which shall be apportioned as follows:⁶

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~~**five (15)** Business ~~Day~~**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 _____ Dollars (\$ _____) (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. [In the event that the sale of the Properties is consummated, the amount of the Earnest Money \(including any interest thereon\) shall be applied towards the Purchase Price.](#)

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

⁶ [To be supplied.](#)

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 3.3

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~~Preliminary title reports issued by First American Title Insurance Company 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 post-Closing;
- (d) Plans, specifications and drawings for the Property;
- (f) Copies of the Form of Leases; and
- (g) ~~any~~Any existing physical inspection or environmental reports prepared at Seller’s request.
- ~~(f) —insert anything else we have provided/~~
- (f) Copies of all Third Party Space Leases in effect as of the Effective Date.⁷

⁷ Please provide.

(g) Copies of all LEED application filings made by, or on behalf of the Seller with the U.S. Green Building Council or the Green Building Certification Institute with respect to the Real Property.⁸

(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.

3.1.33.1.2 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.

3.1.43.1.3 No Representations as to Property Documents. Except as expressly provided herein, Purchaser acknowledges that the Property Documents and any other information provided by Seller or its agents to Purchaser in connection with Purchaser’s inspection of the Property, 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. Except as expressly provided herein including, without limitation, in Section 4.2.6, 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.

3.1.53.1.4 Right of Entry; Limitations.

(a) Right of Entry. Purchaser and its employees, agents, authorized representatives 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,

⁸ Please provide.

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 (if such contact is in person or by phone), or (ii) Seller has waived, in writing (which writing may be by email), its right to be present during such meeting, or has approved the content of any written communication. Purchaser must obtain Seller's prior written approval, ~~which Seller may withhold in its sole and absolute discretion~~ not to be unreasonably withheld or delayed, 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. Purchaser shall provide Seller with two (2) days written notice prior to the commencement of any physically intrusive or destructive testing accompanied by a detailed work plan describing the nature, scope, location and purpose of the proposed work. Purchaser acknowledges and agrees that Seller's review of Purchaser's work plan is solely for the purpose of protecting Seller's interests, and shall not be deemed to create any liability of any kind on the part of Seller in connection with such review that, for example, the work plan is adequate or appropriate for any purpose, or complies with applicable legal requirements. The right of entry granted in this Agreement is subject to the rights of any grantees under any existing ~~easements (recorded and unrecorded)~~ easements 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, and 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.

3.1.5 Due Diligence Period.

Purchaser shall have until [August __, 2010]⁹, ("Due Diligence Period") to inspect and investigate the Property, including roof, plumbing, soils, electrical, sprinklers, water, sewer, mechanical, engineering, heating, ventilation and air conditioning and life safety systems, structural integrity of the Improvements, measurement of the square footage of the Land and Improvements, legal status and requirements pertaining to the Property (including applicable building codes, zoning, environmental, public health and fire safety laws), hazardous substance inspections including preparation of an environmental assessment, suitability of the Property for Purchaser's purposes and all other matters of significance to Purchaser. Purchaser agrees to keep the results of such testing and inspections confidential, except to the extent that disclosure is required by law (in which case, Purchaser will notify Seller in writing prior to making any such disclosure). Purchaser shall order and pay for all costs and expenses with respect to such inspections and investigations. If, in Purchaser's sole and absolute discretion, Purchaser desires to proceed with its acquisition of the Property, Purchaser shall deliver written notice to Seller (the "Approval Notice"), prior to the expiration of the Due Diligence Period, stating that it approves the Property, in which case the parties shall proceed to complete the Closing (subject to the terms and conditions of this Agreement). If Purchaser fails to deliver the Approval Notice prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have disapproved the Property and to have exercised its right to terminate this Agreement pursuant to this section, in which case this Agreement shall automatically terminate as of the expiration of the Due Diligence Period and the Earnest Money shall be returned to Purchaser.

3.1.6 Financing Contingency.

If Purchaser shall not have received a satisfactory financing commitment letter from an acceptable lender (to be determined in each case in Purchaser's sole and absolute discretion) by the end of the Due Diligence Period and a funding thereunder by the Closing Date, Purchaser shall have the right to terminate this Agreement, in which case this Agreement shall automatically terminate as of the expiration of the Closing Date and the Earnest Money shall be returned to Purchaser.

⁹ Date to be 45 days after the Effective Date assuming July 1st is the Effective Date.

3.2 Title and Survey

3.2.1 Title Commitment. ~~Prior~~ At least fifteen (15) days prior to the Effective Date, Seller ~~obtained~~ shall obtain and deliver, 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, in form acceptable to Purchaser and with all endorsements required by Purchaser, which is not conditioned on the performance by any party or third party of any actions other than the express obligations of the parties under this Agreement, 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 , except as set forth on Schedule 3.2.4 attached hereto, there are no unapproved conditions.¹⁰ The matters shown in the Title Commitment and the Existing Survey (including, but not limited to, any and all exceptions of title set forth on Schedule B of the Title Commitment, other than the standard printed exceptions) 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.~~ and (b) the Title Company's standard exceptions.

3.2.4 Title Policies. At the Closing, Purchaser shall accept title to the Real Property subject only to the Permitted Encumbrances. Evidence of delivery of title in accordance with the terms of this section shall be evidenced by the issuance by the Title Company of the 2006 ALTA Owner's Policies of Title Insurance (extended coverage form) (the "Title Policies") in the form of the Title Commitments (except that the exceptions listed on Schedule 3.2.4 shall be removed by Seller on or before the Closing), at standard rates and without any special or additional premiums, covering the Real Property collectively in the full amount of the Purchase Price, subject only to the Permitted Encumbrances.

~~3.2.4~~ 3.2.5 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 ~~delivery of a Title Approval Date and the Closing, and (b)~~ Commitment and the Closing (including, but not limited to, each update, continuation or supplement of the Title Commitments), (b) financing, mechanics' and materialmen's liens caused, suffered or incurred by Seller or its affiliates or agents, (c) tax liens relating to the Property (subject to apportionment as hereinafter provided); (d) liens (other than judgments and tax liens) or other title exceptions resulting solely from the acts of Seller or its agents occurring after the Effective Date and before the Closing Date in violation of this Agreement; and (e) not disclosed by the Title Company or

¹⁰ Note: The issues listed on the attached Schedule 3.2.4 to be removed of record by Seller or to be discussed as applicable.

otherwise known to Purchaser prior to the Effective Date, (items (a) through (e), collectively, “Title Objections”), 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~~ shall cure Purchaser’s Title Objections, ~~but has no obligation to do so by the Closing Date.~~ 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 of 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~~ surviving obligations provided for herein; 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 3.2.43.2.5(a) or to proceed to Closing under Subsection 3.2.43.2.5(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 3.2.43.2.5(b).

The Closing Date shall be extended to accommodate the cure and response periods set forth in Section 3.2.43.2.5 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 3.2.4.3.2.5.

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 expiration of the Due Diligence Contingency Date Period 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 the Effective Date and 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~~. Seller 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 This Agreement and the consummation of the transactions contemplated hereby have been duly authorized, executed and delivered by Seller. The obligations of Seller under this Agreement are legal, valid and binding obligations of Seller. The Leases and the consummation of the transactions contemplated thereby have been duly authorized by all necessary action on the part of Seller.

4.2.3 The execution and delivery of this Agreement and the Leases and the consummation of the transactions contemplated thereby do not and will not: (i) violate or conflict with Seller's organizational documents, (ii) violate or conflict with any judgment, laws, decree or order of any court, (iii) breach the provisions of, or constitute a default under any contract, agreement, instrument or obligation to which Seller is a party or by which Seller is bound or (iv) violate or conflict with any law or governmental regulation or permit applicable to Seller. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Seller do not and will not require the approval, consent or action of, waiver or filing of or with or notice to any third party, including, but not limited to, to any governmental bodies, agencies or instrumentalities, except as have been obtained.

4.2.4 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.

4.2.6 Third Party Space Leases. As of the Effective Date, the Third Party Space Leases (including any amendments and modifications thereto) listed on Exhibit [] constitute a true and complete list all of the leases affecting the property entered into by Seller or by which Seller is bound. Such list shall include the name of all counterparties and all expiration dates. As of the Effective Date, the Third Party Space Leases are in full force and effect. True and complete copies of all of the Third Party Space Leases have been provided to Purchaser. There are no pending non-payment or other legal proceedings between Seller and the tenant under any Third Party Space Lease. As of the Effective Date, the Seller is not aware of any material defaults under any Third Party Space Lease on the part of the landlord or tenant thereunder.

4.2.7 Governmental Authority; Bond Financing Consents. Seller and the transactions contemplated hereby do not contravene and are in compliance with all federal, local and state laws, orders and regulations, including Section 14670.13 of the California Government Code. Seller has complied with Section 14670.13 of the California Government Code in all respects and has obtained the necessary legislative authority and approvals to consummate these transactions. Seller has delivered the required notices of this Agreement and the transactions

contemplated hereby as required by Section 14670.13 of the California Government Code, including without limitation, providing the legislature with the appropriate notice, reports and information required by Section (e) of 14670.13. Seller has obtained all other necessary approvals required by Section 14670.13 of the California Government Code to consummate these transactions. The Seller has obtained all necessary approvals or consents of the SPWBs, JPA's, the trustees, the issuers and any other parties whose approval or consent is required under any of the Bond Financing Documents or Section 14670.13 in order to defease or redeem the bonds on the JPA Properties and the SPWB Properties, for Seller to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects relating to the bond financing and to transfer title to the applicable Properties to Purchaser in accordance with the terms of this Agreement.

~~4.2.34.2.8~~ 4.2.8 Condemnation. Seller has not received written notice of any pending or threatened condemnation ~~proceedings which would materially impair the current use and operation~~ of all or any portion 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~~4.2.9 Litigation. Seller has not received written or non-written notice of the pendency of, and Seller has no knowledge of the threat of any action, suit, legal proceeding or other proceeding against the Property (or any portion thereof) or Seller, in any court or before any arbitrator of any kind or before or by any governmental body, which if determined adversely to Seller, would (i) adversely affect Seller's ability to consummate the ~~transaction~~transactions contemplated by this Agreement; or (ii) adversely affect the Property.

~~4.2.54.2.10~~ 4.2.10 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~~ 4.2.11 Violations. ~~To Seller's Knowledge, is not aware of and~~ 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. The Property, and its continued use, occupancy and operation as currently used, occupied and operated, does not constitute a nonconforming use or violation under any federal, state or local law relating to building, zoning, subdivision and other land use.

~~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.~~

4.2.12 Existing Surveys. The Existing Surveys are accurate and no material changes or improvements have been made to the Properties since the Existing Surveys were prepared.

4.2.13 Environmental Laws. Seller has not receive any written notice from a Governmental Authority (as defined below) claiming that the Property (or any portion thereof) is in violation of any laws relating to hazardous or toxic materials or substances (collectively, “Environmental Laws”) which it has failed to deliver to Purchaser.

4.2.14 No Purchase Options. No person has any right or option to purchase or lease the Property or any portion thereof.

4.2.15 Employee Matters. At least [forty-five (45)] days prior to the Closing, Seller shall provide Purchaser with a current list setting forth the names and job titles (or positions held), the current annual base salary (or hourly rate), the most recent bonus paid and such other information as Purchaser may reasonably require for each of the employees providing building services, including janitorial services, building engineers and building mechanics (the “Property Employees”). Seller acknowledges and agrees that after the Closing Seller shall remain responsible for the payment of any salaries or other compensation due to the Property Employees except as may expressly be set forth in the Leases.

4.2.16 Permits. Seller has all licenses, permits and certificates (including certificates of occupancy) necessary to operate the Improvements as currently operated and used.

4.2.17 The Improvements included in the Property currently have access to (1) public roads or valid easements over private streets or private property for such ingress to and egress from all such Improvements and (2) water supply, storm and sanitary sewer facilities, telephone, gas and electrical connections, fire protection, drainage and other public utilities, in each case as is necessary for the current use of the Property.

This Section 4.2 shall survive the Closing or earlier termination of this Agreement.

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, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION SECTIONS 4.2, 6.1, 6.2 AND THE LAST SENTENCE OF THIS SECTION 4.3,~~ 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 TO THE EXTENT~~ PROVIDED IN ~~SECTION 4.2, THIS AGREEMENT,~~ 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. Notwithstanding anything in this Agreement to the contrary, including this Section and Section 4.4, Seller shall be responsible for the elevator modernization and electrical upgrades that are noted in the Marx Okubo Property Condition Assessment dated April 23, 2010 with regard to the PUC Building.

[4.4 ~~RELEASE; INDEMNITY~~¹¹ EXCEPT FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT ~~OR THE LEASES,~~ 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

¹¹Under review by Purchaser.

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~~by this Agreement (the “Closing”) shall take place on [August __, 2010]¹² (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~~that if the OSBA Amendment has not become effective 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~~2010 and notwithstanding anything in this Agreement to the contrary, including without limitation, Section 2.1.2, Purchaser shall not be obligated to deliver the balance of the Purchase Price allocated to the Elihu Harris Building to Escrow Agent until the close of business on the last Business Day immediately before 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 in the nature of real estate or ad valorem 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.

¹² Date to be 60-days after the Effective Date assuming July 1st is the Effective Date.

(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 Third Party Space 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 (excluding Seller's obligation described in the next sentence to bear the costs relating to the bond financings). Notwithstanding anything to the contrary in this Agreement, Seller shall be solely responsible for any costs and expenses incurred in connection with the defeasance and or/redemption of the bonds on the JPA Properties and SPWB Properties and for Seller to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects related to the bond financings, including without limitation, any costs related to the removal and release of any related liens of record. 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~~Broker's fee. Seller shall also be solely responsible for any costs and expenses incurred in connection with the defeasance and or/redemption of the bonds on the JPA Properties and SPWB Properties and for Seller to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects related to the bond financings, including without limitation, any costs related to removing and releasing any related liens of record.

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 duly executed and acknowledged grant deed or deeds (the "Deed") conveying the ~~Real~~Property and Improvements to Purchaser in the form of Exhibit C attached hereto.

5.5.2 Execution of ~~leases~~the Leases to the Real Property from ~~Purchaser or Purchaser's designated entities~~Seller in the form of Exhibit D-1-D-11 attached hereto.

5.5.3 Certificates of insurance evidencing the insurance coverage to be maintained by Seller under the Leases.

~~5.5.3 Reserved.~~

~~5.5.4 Reserved.~~

5.5.3 A certification of Seller as to the matters set forth in Section 4.2.

5.5.4 Final certificates of occupancy for all of the Properties, and to the extent the same are in Seller's possession or control, construction plans and specifications and "as-built" surveys for the Property, or, if unavailable, photocopies thereof certified by Seller as true and complete photocopies thereof.

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~~state in which the Real Property is located.

~~5.5.6 — Reserved —~~

5.5.6 A certificate with respect to (i) approval by the [insert authority] of Seller of the transactions contemplated hereby; and (ii) the authority of the person(s) executing this Agreement, the Leases and any documents delivered at Closing on behalf of Seller.

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").

5.5.10 Such other documents as may reasonably be required to complete the Closing, including without limitation, any documents necessary to defease or redeem the bonds on the JPA Properties and the SPWB Properties, for Seller to acquire title to the applicable Properties free and clear of any liens, encumbrances or title defects relating to the bond financing and to transfer title to the applicable Properties to Purchaser in accordance with the terms of this Agreement.

5.5.11 Seller's share of the closing costs as described in this Section 5 or instructions to the Escrow Agent to deduct the same from the Purchase Price.

5.6 Purchaser's Obligations in Connection With the Closing.

One (1) 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~~the Leases to the Real Property from Purchaser or Purchaser's designated entities in the form of Exhibit D-1-D-1011 attached hereto.

~~5.6.4 Reserved.~~

5.6.4 A certification of Purchaser as to the matters set forth in Section 4.1.

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~~

5.8 Title Deliveries. Seller, at Closing, shall (i) deliver, or cause to be delivered, to the Title Company one or more customary owner title affidavits, as requested by the Title Company, and (ii) provide the Title Company with any reasonably requested evidence of the due authorization, execution and delivery of the Deeds and other documents and instruments to be executed by Seller at the Closing pursuant to this Agreement.

5.9 Purchaser's Closing Conditions.

The obligations of Purchaser under this Agreement (including payment of the Purchase Price) 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~~

5.9.3 The issuance at Closing of the Title Policies.

5.9.4 Purchaser shall have received Seller's required deliveries listed in Section 5.5.

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~~ surviving obligations provided for herein, 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 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 or adversely interfere with the use of the Property for its current permitted uses; 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.~~ surviving obligations provided for herein. 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.

6.3 Insurance. From the Effective Date until the Closing Date, Seller shall continue to carry and shall keep in full force and effect, casualty insurance in an amount not less than, with a deductible not greater than, and affording substantially the same coverage as, the casualty insurance policies covering the Property as of the Effective Date.

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~~surviving obligations provided for herein. 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~~any 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, excluding the Leases, (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.~~ If the sale of the Property is not consummated because of Purchaser's default, 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~~ surviving obligations provided for herein 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~~surviving obligations provided for herein.

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, Third Party Space Lease or other service agreement that cannot be terminated as of the Closing Date without Purchaser's prior written consent; ;

8.1.3 Seller shall not make any material alterations to the Improvements;

8.1.4 Seller shall not create any lien or encumbrance upon the Property, except for Permitted Encumbrances;

8.1.5 Seller shall keep Purchaser apprised of any material developments or events with respect to the Property; and

8.1.6 Seller shall not request or consent to any variance, zoning change or similar matters affecting the Property.

8.2 Future Sale of FTB Property. The sale to Purchaser includes a small parcel described in Exhibit A-~~12~~13.¹³ 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

¹³ Please provide exhibit.

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:

<u>c/o Stockbridge Capital Group, LLC</u>

4 Embarcadero Center, Suite 3300,
San Francisco, CA 94111

Attn:

Phone:

Fax:

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Thomas Patrick Dore, Jr.

Attn:

Phone: () _____

Fax: () _____

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.

9.18 Further Assurances.

The parties agree to mutually execute and deliver to each other, at the Closing, such other and further documents as may be reasonably required by counsel for the parties to carry into effect the purposes and intents of this Agreement, provided such documents are customarily delivered in real estate transactions in the State of California and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

SECTION 10
ESCROW PROVISIONS¹⁴

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 provided Seller complies with all of the terms and conditions of this Agreement; (b) five (5) days after Escrow Agent shall have

¹⁴ Please add appropriate mechanisms for all of the bond financings to be redeemed/defeased at Closing and for Purchaser to receive title free and clear of all encumbrances regarding such financings.

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.¹⁵

¹⁵ [Seller and Purchaser to agree on all employee matters and to coordinate with 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

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PURCHASER:

By:

Name:

Title:

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-1-A1011

LEGAL DESCRIPTIONS ~~OF LAND~~

EXHIBIT "A-1"

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-12"

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-23"

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 THERETOAS DESCRIBED IN DEED RECORDED SEPTEMBER 22, 1981 AS INSTRUMENT NO. 81054547 OF OFFICIAL RECORDS.

APN: 009-076-037

EXHIBIT “A-34”

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
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~~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.

EXHIBIT "A-45"

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-56"

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-67"

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 PER 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-78"

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-89"

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-910"

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-1011"

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-112”

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:
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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 ("Grantor"), 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~~ parcel or parcels of land with the improvements thereon erected, 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~~ (the "Land"), together with all right, title and interest, if any of Grantor in all licenses, permits, privileges, entitlements, development rights, air rights, easements and appurtenances relating to the Land and together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Land to the center lines thereof (hereinafter collectively, referred to as the "**Property**".) To have and to hold the same unto Grantee forever.¹⁶

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

¹⁶ The Escrow Agent to confirm that the deed is in recordable form.

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~~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.

CALIFORNIA
OF GENERAL SERVICES

STATE OF
DEPARTMENT
Ron Diedrich
Director

By _____

Services Division

Real Estate

[\[Add Acknowledgment\]](#)

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.~~^{2.} Interest of tenants in possession as tenants under the following leases: [List Leases]
- ~~4.~~^{3.} A lien for non-delinquent taxes for real property and personal property, and any nondelinquent general or special assessments against the Property.
- ~~5.~~^{4.} 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 - 1 - ~~D10-11~~ - Forms of Lease ~~of Land and Improvements~~

EXHIBIT E

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

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. 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: _____

SCHEDULE 3.2.4

Title Issues

- **For all Properties**
 - Any title encumbrances related to bond financings to be released and removed of record as of Closing.
- **Cal EMA (Property 1.1.1).**
 - Various underground easements for utilities run under the parking lot and landscaping (to be discussed).
- **DOJ Building (Property 1.1.2)**
 - An unidentified easement appears to runs under the building (to be discussed).
- **Rattigan Building (Property 1.1.3)**
 - The survey does not include the easement parcels for parking as part of the legal description (to be discussed).
- **Junipero Serra Building (Property 1.1.7)**
 - The property summary provided indicates that there is an agreement not to occupy by building or other permanent improvements the most easterly 5 feet of Parcel 4 along the Public ROW at South Broadway, but no copy of this agreement was provided. (to be discussed).
- **Ronald Regan State Building (Property 1.1.8)**
 - Exception no. 13. (to be removed).
- **Attorney General Building (Property 1.1.9)**
 - First installment of taxes due and second installment payable (to be removed).
- **Capital Area East End Complex (Property 1.1.10).**
 - **1430 N Street Sacramento**
 - The building appears to encroach .05 feet into the concrete sidewalk on O Street (to be discussed).
 - **1500, 1501, 1615, 1615 Capitol Avenue**
 - The property summary provided indicates that a utility tunnel (not shown on survey) runs beneath 16th St. but no easement in the City of Sacramento right-of way was confirmed to exist. (to be discussed).
 - First and second installment of taxes are delinquent. (to be removed).
 - Improvements appear to encroach on property lines (to be discussed).
- **Franchise Tax Board Buildings (Property 1.1.11)**
 - Underground easement runs under corner of a building. (to be discussed).
 - Exception no. 50 (to be removed).
 - Exception no. 20 (to be removed).

- The State is the current fee owner of approximately 1.79 acre parcel of land located southeast and adjacent to the property as shown on the survey. Access to that parcel is over and across the FTB property. The parcel does not currently have dedicated access (to be discussed).

Document comparison by Workshare Professional on Friday, May 21, 2010 4:26:37 PM

Input:	
Document 1 ID	file://Y:\PURCHASE.AGT\Draft 5-19-10A Form of Purchase_Contract_ Sale Leaseback.doc
Description	Draft 5-19-10A Form of Purchase_Contract_ Sale Leaseback
Document 2 ID	file://Y:\PURCHASE.AGT\PSA.doc
Description	PSA
Rendering set	DPW -- Color Legislative

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	340
Deletions	167
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	507