REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of the 25th day of July, 2024 (the "Effective Date"), by and between 819/863 Mitten Road, LLC, a Delaware limited liability company ("Seller"), and the County of San Mateo, a political subdivision of the State of California ("Buyer" or "County").

WITNESSETH:

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

- 1. <u>AGREEMENT TO PURCHASE AND SELL:</u> Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the following described property (collectively, the "**Property**") in accordance with the terms and conditions of this Agreement:
 - a) The real property and improvements described as 849, 863 Mitten Road & 866 Malcolm Road, all located in the City of Burlingame, identified as San Mateo County Assessor's Parcel Numbers 024-403-380, 024-403-410 & 024-403-400, respectively; adjacent Parking Lot Assessor's Parcel Numbers, 026-301-310 & 026-301-320 and Warehouse Parcel 026-301-240, all as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Real Property**"); and
 - b) All of Seller's right, title and interest in and to the fixtures, furniture and, equipment existing on the Property, not owned by any tenants and/or in use by any tenants in leased areas at time of Closing (as defined below), and used in the operation of the Property, shall be delivered by Seller concurrently with the Grant Deed transferring title to the Property. If there are any fixtures, furniture and equipment that Buyer does not desire be transferred to Buyer, Buyer and Seller shall cooperate to mutually agree on a specific list of items to be removed by Seller (which list must be agreed upon, if at all, in writing prior to the expiration of the Due Diligence Period), and Seller shall remove the agreed upon items from the Property no later than ten (10) days after the Closing, and Seller shall broom clean any debris caused by such removal; and
 - c) All of Seller's right title and interest in all leases, licenses and other occupancy agreements covering the Property to which Seller is a party (the "Leases"); and

Concurrently with the Closing, Buyer shall execute and deliver a Certificate of Acceptance to be recorded with the Grant Deed in the form of **Exhibit B** attached hereto, accepting title to the Property.

2. <u>SALE AND PURCHASE PRICE:</u> Subject to the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, fee ownership of the Property, subject to the following:

- a) The total purchase price ("**Purchase Price**") for the Property shall be TWENTY-FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$24,500,000).
- b) Upon Seller's Execution of Agreement (with the date of Seller's Execution as set forth below Seller's signature on page 14 of this Agreement), County to publish the Notice of Intent to Purchase and obtain County Board of Supervisors approval of sale and ratification of said Agreement (Full Execution). Upon Full Execution by Buyer, Buyer shall return a duplicate original of this Agreement to Seller, and shall open escrow pursuant to Section 3 hereof, and shall deliver to the Escrow Holder a copy of this Agreement.
- c) Buyer to complete its investigation of the Property, and to satisfy all Conditions described herein (the "**Due Diligence Period**") by October 8, 2024.
- d) During the Due Diligence Period, Buyer may, in its sole and absolute discretion, elect to terminate this Agreement by delivery of written notice to Seller prior to the end of the Due Diligence Period based upon any of the following (collectively, "Conditions"):
 - (i) Review of Title Matters. County's review and approval of a final title report of the condition of title to the Property, including copies of all documents referred to therein and any and all other documents relating to title. County shall identify in writing to Seller any exceptions to title that must be removed and, if Seller refuses or is unable to agree in writing to remove them during the Due Diligence Period, County shall have the right to terminate this Agreement; or
 - (ii) Review and investigation of the condition of the Property, which may include but shall not be limited to an Environmental Site Assessment and review of any potential environmental hazards, and a Property Condition Assessment, or any other studies related to the condition of the Property or title to the Property; or
 - (iii) Within ten (10) days of Seller's Execution, Seller shall deliver to County for County's review all property documents listed on **Exhibit E** attached hereto. County and its agents shall have reasonable access to the Property to conduct tests and perform due diligence investigations; or
 - (iv) The content of, or inability to timely obtain when required, a report of the conformity of County's acquisition of the Property with the applicable general plan pursuant to California Government Code Section 65402 or a California Environmental Quality Act (CEQA) analysis, as may be required; or
 - (v) Receipt of a written appraisal of the Property, which County will cause to be completed, by a licensed or certified appraiser at no less than the Purchase Price in Paragraph 2a; or
 - (vi) Review and approval of all contracts, third-party leases, and service or maintenance contracts or other matters relating to the Property and its intended use. Within ten (10) days of Seller's Execution, and subject to Buyer's review,

Seller shall deliver to Buyer all contracts, third-party leases and service or maintenance contracts; or

- (vii) Review of Tenant Disclosures: By August 15, 2024, Seller shall deliver to Buyer all complete current lease agreements; or
- (viii) Review of Tenant Estoppels: By September 15, 2024, and subject to Buyer's review, Seller shall deliver to Buyer all completed Tenant Estoppel Certificates; or
- (ix) Approval of County's Board of Supervisors. This transaction is contingent upon approval by County's Board of Supervisors in its sole and absolute discretion; or
- (x) Buyer's Review of Property stacking plan provided by Seller by August 15, 2024; or
- (xi) Buyer's inability to timely complete any of the studies or actions set forth above.
- e) If Buyer fails to deliver written notice of its election to terminate to Seller on or before 5:00 p.m. (PT) on the last day of the Due Diligence Period, then Buyer shall be deemed to have waived all Conditions and Buyer shall be obligated to consummate the Closing in accordance with this Agreement. If the last day of the Due Diligence Period falls on a weekend or holiday, the Due Diligence Period shall be extended until 5:00 p.m. (PT) of the following business day.
- f) At least one (1) business day before Closing, Seller will deliver to the Escrow Holder the Grant Deed which has been duly executed and acknowledged by Seller.
- g) At least one (1) business day prior to the close of escrow, Buyer shall deposit with the Escrow Holder a Certificate of Acceptance for the Property which has been executed by Buyer, in substantially the same form shown on **Exhibit B**, attached hereto and incorporated herein by reference, and the Purchase Price plus costs of prorations, fees, and expenses pursuant to this Agreement.
- h) Satisfaction of any CEQA requirements for this transaction as determined by Buyer, and final approval of consummation of the purchase and appropriation of funding by the County Board of Supervisors are express conditions precedent to Buyer's duty to purchase and both of which are Conditions. Notwithstanding any other provision in this Agreement, Buyer, at Buyer's option, may extend escrow up to ten (10) days to permit the funding approval and appropriation by County Board of Supervisors. In the event Buyer opts to extend the escrow period pursuant to this section, Buyer shall provide written notice to Seller no later than 5:00 p.m. (PT) on the last day of the Due Diligence Period.
- **3. ESCROW AND OTHER FEES:** Within three (3) days following the Full Execution of this Agreement by Seller and Buyer, Buyer shall open escrow at Old Republic Title

Company, in Los Altos, California, or at such other escrow company as may be agreed to by Seller and Buyer ("Title Company" or "Escrow Holder"); with escrow instructions to be based upon the terms and conditions set forth herein, and Buyer shall deliver a copy of this Agreement to the Escrow Holder. On behalf of Buyer, the San Mateo County Executive, or designee, shall execute the necessary escrow instructions and/or additional documents which may be required to complete the closing of this real property transaction. This Agreement shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

The Closing shall occur on October 31, 2024 ("Closing Date"), or such other date as the parties hereto shall mutually agree in writing and with neither party required to be present at the Closing. The "Closing" is defined as the satisfaction of all conditions herein stated, except those conditions that may be, and in fact are waived by an express written waiver duly executed by the waiving party and transaction shall be closed with the concurrent delivery through escrow of the Grant Deed and other closing documents, and the deposit of the Purchase Price by Buyer into escrow and payment of the Purchase Price to Seller (the "Closing"). Following the Closing, the Grant Deed and a Certificate of Acceptance shall be recorded in the Official Records of the County of San Mateo, State of California which shall vest title to the Property in Buyer.

3.1 Escrow, title and other fees shall be paid as follows:

- a) A Standard California Land Title Association owner's policy of title insurance covering the Property shall be paid for by Buyer, in favor of Buyer in the amount of the Purchase Price subject to all of the title exceptions that may be permitted by Buyer.
- b) Buyer shall pay for any additional title insurance coverage that may be required by Buyer, including any extended or ALTA coverage or endorsements to such policy requested by Buyer (to the extent available) together with the cost of any survey obtained by Buyer.
- c) All existing insurance policies (if any) shall be canceled at time of Closing and Buyer acknowledges and agrees that Seller cannot endorse any such existing insurance policies to Buyer.
- d) Seller and Buyer shall each pay their own Escrow Holder's fees at the close of escrow.
- e) Seller shall pay all county documentary transfer taxes related to the transfer of the Real Property.
 - f) Buyer shall pay all recording fees for the Grant Deed.
- g) Prorations, including for tenant deposits and real property taxes and assessments shall be prorated in accordance with Section 10 of this Agreement.

3.2 Escrow Holder shall be obligated as follows:

- a) To provide current preliminary title reports covering the Property, at Buyer's expense if any.
- b) To record concurrently with Closing, the Grant Deed and the Certificate of Acceptance to be recorded concurrently, vesting title to the Property in Buyer.
- c) To issue or have issued to Buyer the California Land Title Association policy of title insurance required herein, and any alternative or extended coverage desired by Buyer.
- d) To provide Buyer and Seller a final closing statement with certification by the Title Company. At least three (3) business days prior to the Closing Date, the parties shall agree upon all of the prorations to be made and submit a statement to Escrow Holder setting forth the same.
- **COMMISSION**: County shall not be responsible for the payment of any real estate commissions or fees resulting from this transaction. County will have no responsibility for payment of any such commission, finder's or advisory fees, Buyer's Representative (as defined below) may assess in connection with the transactions contemplated by this Agreement. Seller shall indemnify, defend and hold County harmless from any and all claims, liabilities, costs and expenses arising from any broker's commission, finder's fees or advisory fees. County is being represented by Rubicon Point Partners, LLC, ("Buyer's Representative") regarding this transaction and Seller shall be solely responsible for an advisory fee payable to the Buyer's Representative at the rate of two percent (2%) of the Purchase Price. This payment shall be due and payable at Closing. Seller shall be solely responsible for any fees due Seller's Broker. County shall indemnify, defend and hold Seller harmless from any and all claims, liabilities, costs and expenses arising from any broker's commission or finder's fees for any brokers or finders who claim to have represented the County in connection with this transaction, other than Buyer's Representative.
- 5. GOOD FAITH DISCLOSURE BY SELLER: Seller shall deliver or make available to Buyer via a data site, to the extent such items are in Seller's possession, copies of the documents listed on Exhibit E (collectively, the "Property Documents"). Buyer acknowledges and agrees that the foregoing deliveries will be made by Seller to accommodate and facilitate Buyer's investigations relating to the Property, and that Seller makes no representations or warranties of any kind regarding the accuracy or thoroughness of the information contained in the materials delivered to Buyer. If such facts or information provided by Seller disclose conditions that adversely affect the continued or contemplated use of the Property, and that Buyer reasonably deems unacceptable, or if Buyer otherwise discovers such facts or information through tests and/or surveys which disclose such conditions, and Seller is unwilling or unable to correct such conditions to the reasonable satisfaction of Buyer or any governmental body having jurisdiction, then Buyer may, at its sole option, terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period. Within ten (10) business days of actual receipt of the Property Documents, Buyer shall notify Seller of the conditions it deems unacceptable and the corrections desired and request Seller, at Seller's expense, to correct the condition(s) affected thereby to the reasonable satisfaction of Buyer and/or any governmental body having jurisdiction. Failure by

Seller to agree in writing to so correct shall be grounds for termination of this Agreement by Buyer during the Due Diligence Period.

Seller shall provide Buyer, within five (5) days of Buyer's Execution, copies of all as-built drawings, diagrams, specifications, etc., in Seller's possession or obtainable by Seller. Seller shall also provide Buyer with copies of all property, fixture and equipment inspections, equipment warranties, and any other information in the possession of Seller or obtainable by Seller that would assist Buyer in determining the condition of the Property, premises, fixtures or equipment.

6. <u>INSPECTION BY BUYER</u>: Buyer, upon not less than 48 hours prior written notice to the Seller, shall have during normal business hours the right of entry onto the Property to conduct at Buyer's sole cost and expense such non-invasive and non-intrusive inspections and testing thereon as are, in Buyer's sole discretion, necessary to reasonably determine the condition of the Property; provided, however, that in no event shall (i) such inspections or tests disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, or (ii) Buyer or its agents or representatives drill or bore on or through the surface of the Property or do any invasive or destructive testing without the prior written approval of Seller, which Seller may withhold or condition in its sole and absolute discretion.

Buyer agrees that from the Effective Date through the Closing Date or earlier termination date of this Agreement, to carry and cause its designated agents, contractors and representatives that will enter the Property to carry, workers' compensation and general liability insurance, in the amount of \$2,000,000 per occurrence. Buyer shall provide Seller with a certificate of insurance evidencing such coverage prior to commencing Buyer's physical inspections of the Property.

Buyer shall conduct all such inspections and testing, including the disposal of samples to the extent permitted pursuant to this Section 6, accordance with applicable law and at no cost or liability to Seller. Buyer and its designated agents, and employees shall also observe and comply with all reasonable requests on the part of tenants at the Property regarding entry into tenant facilities for purpose of inspection. Buyer shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the Property to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered on the Property, Buyer shall notify Seller immediately, and Seller shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If Seller elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, Seller and/or Buyer shall have the right (prior to the expiration of the Due Diligence Period) to terminate this Agreement with no further liability except for those Buyer obligations in Section 6 which survive the expiration or termination of this Agreement.

Buyer shall give Seller with at least 48 hours written notice prior to the commencement of any permitted testing or inspections in, on or about the Property, and Seller shall have the right to accompany Buyer and post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing and inspections on the Property shall keep the Property free and clear of claims, charges and/or liens, including for labor and materials, and Buyer shall defend, indemnify and save harmless Seller, its agents, tenants and employees from and against any and all claims, demands,

damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of, related to, or in connection with any such testing, inspection or entry by Buyer, its partners, officers, directors, members, shareholders, independent contractors, agents or employees (collectively, "Buyer's Agents"). The provisions of this paragraph shall survive the Closing or earlier termination of this Agreement.

Should Buyer decide, for whatever reason, to terminate this Agreement prior to the expiration of the Due Diligence Period, any and all reports, including title documents and surveys, inspection reports and government entity responses acquired by the County during its Due Diligence Period shall be passed on to the Seller.

7. <u>TITLE AND DEED</u>: Buyer shall have the right to review the preliminary title report and disapprove in writing to Seller no later than ten (10) days prior to the expiration of the Due Diligence Period any items disclosed in said report. Seller shall have five (5) days from receipt of Buyer's notice of disapproval to correct or agree to correct the condition(s) that adversely affect the Property. Failure by Seller to correct or agree in writing to correct shall be grounds for termination of this Agreement by Buyer which termination right must be exercised by Buyer prior to the expiration of the Due Diligence Period.

Seller may request escrow to be extended for ten (10) days where there is a need for Seller to correct an adverse condition unless Seller refuses to correct such condition or unless correction requires more than ten (10) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

- **8.** REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing:
 - a) Buyer has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Buyer pursuant to this Agreement (collectively, "Buyer's Documents"); and
 - b) this Agreement has been, and Buyer's Documents will be, duly executed and delivered by Buyer, or by duly authorized officers or representatives of Buyer; and
 - c) No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by Buyer of this Agreement and Buyer's Documents or the consummation by Buyer of the transactions contemplated by this Agreement and Buyer's Documents.
- 9. <u>REPRESENTATIONS AND WARRANTIES OF SELLER:</u> Seller has offered the Property in an "As-Is, Where Is" condition. Seller represents and warrants to Buyer that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing:
 - a) Seller has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively "Seller's Documents");

- b) This Agreement has been, and Seller's Documents will be, duly executed and delivered by duly authorized officers or representatives of Seller;
- c) No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by Seller of this Agreement and Seller's Documents, or the consummation by Seller of the transactions contemplated by this Agreement and Seller's Documents;
- d) To Seller's actual knowledge, as of the Effective Date, there is no litigation pending against Seller which, if determined adversely, would have a material adverse effect on the Property or Seller's right to transfer title to the Property; and
- e) Seller has not granted any option or right of first refusal or first opportunity to any party other than Buyer to acquire fee interest in the Property.

Seller's representations and warranties set forth in this Section 9 shall survive the Closing. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

From and after the Effective Date, Buyer and Seller shall each immediately advise the other in writing of any information it receives which indicates that a representation or warranty made by Seller in this Section 9 is, or has become, untrue in any material respect. Seller shall have five (5) days from receipt of Buyer's written notice or from delivery of Seller's written to attempt to remedy the breach or inaccuracy in such representation or warranty. In the event Seller is unwilling or unable to remedy such inaccuracy within such period, Buyer shall have the right, as its sole and exclusive remedy, exercisable by giving written notice to Seller and Escrow Holder within five (5) days after the expiration of Seller's five (5) day cure period, either (i) to terminate this Agreement, or (ii) to consummate the transaction contemplated by this Agreement. If the Closing is scheduled to occur prior to said notice and curing periods, the Closing shall be delayed to provide for the expiration of both periods at least 5 days prior to the Closing. If Buyer elects to proceed with the Closing after Buyer has received Seller's written notice of or discovered any actual or alleged inaccuracy or breach of Seller's representations and warranties and/or after Buyer has discovered any such change in circumstances, then (a) Seller's representations and warranties shall be deemed revised in accordance with the change in circumstances as disclosed or discovered, (b) Buyer shall have waived any right or remedy concerning such change in circumstances, and (c) Seller shall be fully and forever released and discharged from any liability or obligation with respect to such change in circumstances. Buyer shall be deemed to have knowledge of all matters disclosed in the Property Documents and all third-party reports obtained or commissioned by Buyer or by written notice from Seller or its representatives to Buyer prior to the Closing.

10. **PRORATIONS**:

a) <u>Income</u>. Rent and other charges under the Leases (other than unpaid amounts) and other income from the Property shall be prorated, if collected as of the Closing (with Buyer entitled to all rents and charged with all Property expenses for the day of Closing). Rents and other charges under the Leases and other income generated from the Property that are unpaid as of the date of Closing shall not be prorated at Closing, and

rents and other amounts received by Buyer after the Closing from a tenant owing such unpaid amounts shall be promptly remitted to Seller.

- b) Other Credits. At Closing, Buyer shall be credited for security deposits that were paid by tenants to the landlord under the applicable Tenant Lease to the extent that same have not been applied under any of the Leases; provided, however, that if any security deposit is in the form of a letter of credit, Seller shall deliver at Closing all original letters of credit with completed and Seller-executed transfer forms, and there shall be no credit against the Purchase Price at the Closing with respect to any such security deposit (and Buyer shall be responsible for paying any bank-required letter of credit transfer, assignment or transaction fee).
- c) Expenses. Real estate taxes and assessments, local improvement district payments, sewer capacity charges, improvement bonds, service or other contract fees, utility costs, and other expenses affecting the Property shall be prorated between Buyer and Seller as of the Closing Date to the extent due and payable for any period prior to the Closing. All non-delinquent real estate taxes or assessments on the Property shall be prorated based on the actual current tax bill, but if such tax bill has not yet been delivered to Seller by the Closing Date or if supplemental taxes are assessed after the Closing for the period prior to the Closing, the parties shall make any necessary adjustment after the Closing by cash payment to the party entitled thereto so that Seller shall have borne all taxes, including all supplemental taxes, allocable to the period prior to the Closing and Buyer shall bear responsibility, if any, for all taxes, including all supplemental taxes, allocable to the period after the Closing. Seller will reasonably cooperate with Buyer to transfer any utilities to Buyer's name at Closing, and Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferred to Buyer. The current installment of all special assessments and business improvement district taxes and assessments, if any, that are a lien against the Property at the time of Closing and that are being or may be paid in installments shall be prorated as of the Closing.
- d) Reimbursable Operating Expenses. With respect to any reconciliations of reimbursable expenses under the Leases, Seller and Buyer shall cooperate to complete such reconciliations as soon as possible after the Closing but in no event later than ninety (90) days after the Closing, with Seller responsible for amounts owing to tenants under the Leases and entitled to amounts payable by tenants under the Leases (as the case may be) with respect to periods prior to the Closing, and with Buyer responsible for amounts owing to tenants under the Leases and entitled to amounts payable by tenants under the Leases (as the case may be) with respect to periods from and after the Closing (and, with respect to any such amounts payable to Seller for the period prior to Closing, Buyer shall promptly pay the same to Seller and have the right to collect the same from tenants).
- e) Adjustments. The amount of such prorations shall be initially performed by Seller and Buyer at Closing but shall be subject to adjustment in cash after the Closing outside of escrow as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Buyer agree to cooperate and use commercially reasonable efforts to make such adjustments promptly after Closing.

- f) <u>Tax Appeals</u>. With respect to any property tax appeals or reassessments filed by Seller for tax years prior to the year in which the Closing occurs, Seller shall be entitled to the full amount of any refund or rebate resulting therefrom (subject to any requirement under the Leases to pay to the tenants thereunder a share of any such refund or rebate, which Seller shall promptly pay to Buyer for refunding to such tenants).
- g) <u>Generally</u>. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a 365 day year. The provisions of this Section shall survive the Closing for a period of 9 months.
- **AS IS:** Buyer, on behalf of itself and anyone claiming by, through or under Buyer, hereby fully and irrevocably releases Seller and Seller's officers, directors, affiliates, shareholders, beneficiaries, members, partners, agents, employees and attorneys, and their respective successors and assigns (individually and collectively, the "Seller Party") from any and all claims that they may now have or hereafter acquire against any Seller Party for any action, cause of action, claim, cost, damage, demand, expense (including, without limitation, attorneys' fees and expenses), fine, judgment, liability, lien, loss, or penalty, whether foreseen or unforeseen, direct or indirect, known or unknown, arising out of or related to the Property (including, without limitation, any patent, latent or other defects in the Property or the physical or environmental condition of the Property or the presence of any hazardous substances located on, beneath or about the Property and any tenant improvement allowances and/or other tenant concessions provided by the landlord under the Leases), except for and to the extent of claims against Seller based upon any obligations and liabilities of Seller expressly provided in this Agreement and any fraud of Seller. Buyer further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES:

Buver's Initials

The foregoing waivers and releases by Buyer shall survive the Closing and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

Notwithstanding anything to the contrary contained in this Agreement, Seller's maximum liability under this Agreement or any documents executed by Seller pursuant hereto or in connection herewith shall not exceed two percent (2%) of the Purchase Price. Any action, suit or proceeding brought by Buyer against Seller relating to this Agreement or the subject matter hereof shall be commenced and served, if at all, on or before the date which is 9 months after the date of the Closing and, if not commenced and served on or before such date, thereafter shall be void and of no force or effect.

- 12. <u>TIME OF ESSENCE:</u> Time is of the essence in the performance by the parties in respect to this Agreement.
- 13. <u>NOTICES:</u> All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, Buyer may also provide notices, documents, correspondence or such other communications to Seller by personal delivery or by first class mail postage prepaid and any such notices, documents, **correspondence** and communications so given shall be deemed to have been given upon actual receipt.

IF TO SELLER: Via regular mail:

819/863 Mitten Road, LLC

c/o Alexandria Real Estate Equities, Inc.

26 North Euclid Avenue Pasadena, California 91101 Attention: Corporate Secretary

Re: 849 Mitten, 863 Mitten and 866 Malcolm

Telephone: (626) 578-0777 Email: ACQlegal@are.com and

Mayer Brown LLP

333 South Grand Avenue, Suite 4700

Los Angeles, CA 90071-1575 Attention: Brian Aronson

Telephone: (213) 229-5151

Email: baronson@mayerbrown.com

IF TO BUYER: Real Property Division

County of San Mateo

555 County Center, 4th Floor Redwood City, CA 94063 Attention: Caroline Shaker Telephone: 650-363-4047 Email: cshaker@smcgov.org ESCROW HOLDER: Old Republic Title Company

Attn: Angie Civjan

167 South San Antonio Rd. Ste. 5

Los Altos, CA 94022 Phone: (650) 941-5700 Email: ACivjan@ortc.com

- 14. <u>SUCCESSORS</u>: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.
- 15. <u>ASSIGNMENT PROHIBITION</u>: Buyer shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Seller, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 15 shall be null and void.
- 16. <u>WAIVERS</u>: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.
- 17. <u>CONSTRUCTION</u>: Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have **prepared** it. Unless otherwise indicated, all references to sections are to this Agreement.
- 18. <u>FURTHER ASSURANCES</u>: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.
- 19. THIRD PARTY RIGHTS: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
- 20. <u>INTEGRATION</u>: This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the Property.
- 21. <u>COUNTERPARTS</u>: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.
- **22. AMENDMENT:** This Agreement may not be amended or altered except by a written instrument executed by Buyer and Seller.

- 23. <u>PARTIAL INVALIDITY</u>: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all remaining provisions of this Agreement shall remain in full force and effect.
 - **24. EXHIBITS:** All attached exhibits are incorporated in this Agreement by reference.
- **25.** AUTHORITY OF PARTIES: All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.
- **26. GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.
- 27. <u>FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES</u>: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures for any documents for which originals are expressly required under this Agreement, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the San Mateo County Recorder's Office until such documents bearing original signatures are received by Escrow Holder.
- **28.** TAX FREE EXCHANGE: The Parties contemplate that the Seller, at its sole option, may transfer the Property as part of a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"), and/or a reverse exchange in accordance with Revenue Procedure 2000-37, and Buyer shall cooperate and acknowledge any assignment to a qualified intermediary or exchange accommodation titleholder if Seller elects to convey the Property in connection with such a tax-deferred exchange within the meaning of Section 1031 of the Code. Buyer offers no tax advice and has made no representation about the tax consequences of such an exchange and agrees to perform solely the acts required by this Paragraph in connection with such exchange.
- **29.** <u>NATURAL HAZARD DISCLOSURES</u>: Buyer hereby acknowledges that, prior to the Effective Date, Seller has provided Buyer with a Natural Hazard Disclosure Statement (the "**Disclosure Statement**") in a form required by Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136.
- **30. ASSIGNMENT OF LEASES**: If, and only if the Closing occurs, then the provisions of the immediately following paragraph shall apply from and after the Closing Date:

From and after the Closing Date for the remainder of the term of each of the Leases, Seller hereby irrevocably assigns, sets over, transfers, grants, bargains and conveys to Buyer all of Seller's right, title and interest in and to (i) the Leases and (ii) all security deposits made under the Leases (the "Security Deposits"). Subject to the terms and conditions of the Purchase Agreement, Buyer hereby accepts this assignment of the Leases, the Security Deposits and the rights granted herein. Buyer hereby expressly assumes, for itself and its

successors, assigns and legal representatives, the Leases and agrees to (a) be fully bound by all of the terms, covenants, agreements, provisions, conditions, and obligations of Seller thereunder, and (b) keep, perform and observe all of the covenants and conditions contained therein on the part of Seller to be kept, performed and observed, from and after the Closing Date. Seller hereby agrees to indemnify, defend, and hold harmless Buyer, its successors, assigns and legal representatives from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses) arising out of Seller's breach or default under the Leases or with respect to the Security Deposits prior to the Closing Date. Buyer hereby agrees to indemnify, defend, and hold harmless Seller, its successors, assigns and legal representatives from and against any and all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees, charges, and expenses) arising out of Buyer's breach or default under the Leases or with respect to the Security Deposits on or after the Closing Date. The provisions of this paragraph shall survive the Closing.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, Buyer and Seller have executed this Purchase and Sale Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by Buyer.

819/863 MITTEN ROAD, LLC,

SELLER:

	a Delawa	vare limited liability company
	a	ALEXANDRIA REAL ESTATE EQUITIES, L.P., a Delaware limited partnership, managing member
	В	By: ARE-QRS CORP., a Maryland corporation, general partner
		By: Kristen Childs Its: Senior Vice President Seller Execution Date: July 25, 2024 Kristen Childs Senior Vice President Seller Execution Date: July 25, 2024
BUYER:		TY OF SAN MATEO, ical subdivision of the State of California
	Name:	President, County Board of Supervisors Execution Date: August, 2024
ESCROW AGENT:		
		epts the foregoing Agreement of Purchase and Sale and Joint as Escrow Holder under this Agreement in strict
OLD REPUBLIC TITLE	COMPAN	NY Date: August, 2024
By:		
Name:		
Its:		

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this Report is situated in the County of San Mateo, City of Burlingame, State of California, and is described as follows:

PARCEL ONE:

Lots 28, 29, 30, 31 and a portion of Lots 27 and 32, Block 3, as shown on the Map entitled "East Millsdale Industrial Park, Unit No. 2 Burlingame, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County on August 3, 1959 in Book 52 of Maps at Pages 4, 5 and 6, and a portion of Lots 13, 14, 15, 16, 17, 18, Block 3, as shown on the Map entitled "East Millsdale Industrial Park, Unit No. 1 Burlingame, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County on January 23, 1959 in Book 50 of Maps at Pages 24 and 25, more particularly described as a whole as follows:

Beginning at the point of intersection of the Southwesterly line of said Lot 18 with the Southeasterly line of Mitten Road, as shown on the last mentioned Map; thence from said point of beginning along said Southwesterly line of Lot 18, South 50° 41' 25" East 305.00 feet to a point distant thereon North 50° 41' 25" West 105.00 feet from the most Southerly corner of said Lot 18; thence leaving said Southwesterly line North 39° 18' 35" East 363.00 feet; thence South 50° 41' 25" East 105.00 feet to a point on common line between said subdivisions above mentioned; thence along said common line South 39° 18' 35" West 338.00 feet; thence South 50° 41' 25" East 235.00 feet, to the Northwesterly line of Malcolm Road, as shown on the Map first above mentioned; thence along said Northwesterly line of Malcolm Road, North 39° 18' 35" East 315.00 feet to the Northeasterly line of said Lot 31; thence along said Northeasterly line North 50° 41' 25" West

175.00 feet; thence leaving the last mentioned line North 39° 18' 35" East 60.00 feet to the Northeasterly line of Lot 32; thence along the last mentioned line North 50° 41' 25" West 60.00 feet to the common line between said Lots 32 and 13; thence along said common line South 39° 18' 35" West 5.00 feet; thence leaving the last mentioned line, North 50° 41' 25" West 410.00 feet to the said Southeasterly line of Mitten Road; thence along the last mentioned line South 39° 18' 35" West 395.00 feet to the point of beginning.

APN: 024-403-410 and 026-301-320

JPN: 024-040-403-41 and 026-030-301-32

PARCEL TWO:

Lot 26 and a portion of Lot 27, Block 3, as shown on the Map entitled "East Millsdale Industrial Park, Unit No. 2 Burlingame, San Mateo County, California", which Map was filed in the Office of the County Recorder of San Mateo County, State of California, on August 3, 1959 in Book 52 of Maps at Pages 4, 5 and 6 and a portion of Lots 13, 14, 15, 16, 17 and 18, Block 3, as shown on the Map entitled "East Millsdale Industrial Park, Unit No. 1 Burlingame, San Mateo County, California", which Map was filed in the Office of the County Recorder of San Mateo County, State

of California, on January 23, 1959 in Book 50 of Maps at Pages 24 and 25, more particularly described as a whole as follows:

Beginning at the point of intersection of the Southwesterly line of said Lot 26 with the Northwesterly line of Malcolm Road, as shown on the first above mentioned Map; thence from said point of beginning along said Southwesterly line of Lot 26, North 50° 41' 25" West 235.00 feet to the most Westerly corner thereof; thence along the Northwesterly line of said Lots 26 and 27, North 39° 18' 35" East 75.00 feet to the most Southerly corner of said Lot 18; thence along the Southwesterly line of said Lot 18, North 50° 41' 25" West 105.00 feet; thence leaving the last mentioned line North 39° 18' 35" East 363.00 feet; thence South 50° 41' 25" East 105.00 feet to a point on common line between said subdivisions above mentioned; thence along the common line South 39° 18' 35" West 338.00 feet; thence South 50° 41' 25" East 235.00 feet to the said Northwesterly line of Malcolm Road; thence South 39° 18' 35" West along the last mentioned road 100.00 feet to the point of beginning.

APN: 024-403-400 and 026-301-310 JPN: 024-040-403-40 and 026-030-301-31

PARCEL THREE:

Lot 12 and a portion of Lots 11 and 13, Block 3, as shown on that certain Map entitled "East Millsdale Industrial Park, Unit No. 1 Burlingame, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, on January 23, 1959 in Book 50 of Maps at Pages 24 and 25 and a portion of Lots 33 and 34, Block 3, as shown on that certain Map entitled "East Millsdale Industrial Park, Unit No. 2 Burlingame, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, on August 13, 1959 in Book 52 of Maps at Pages 4, 5 and 6, more particularly described as a whole as follows:

Beginning at a point on the Southeasterly line of Mitten Road, as shown on the first above mentioned Map, distant thereon South 39° 18' 35" West 49.00 feet from the most Northerly corner of said Lot 11; thence from said point of beginning South 50° 41' 25" East 410.00 feet to a point on the dividing line between said Lots 11 and 34; thence continuing South 50° 41' 25" East 64.00 feet; thence South 39° 18' 35" West 71.00 feet to the Southwesterly line of said Lot 33; thence North 50° 51' 25" West along the last mentioned line, 64.00 feet to the most Easterly corner of said Lot 13; thence along the Southeasterly line of said Lot 13, South 39° 18' 35" West, 5.00 feet; thence leaving the last mentioned line, North 50° 41' 25" West, 410.00 feet to the said Southeasterly line of Mitten Road; thence North 39° 18' 15" East along the last mentioned line 76.00 feet to the said point of beginning.

APN: 024-403-380 and 026-301-240

JPN: 024-040-403-38 and 026-030-301-24

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.
THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated, 2024, from 819/863 Mitten Road, LLC, a Delaware limited liability company, as Grantor, to COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by order of the Board of Supervisors of the County of San Mateo on, 2024, pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo adopted on 2024, and the County of San Mateo consents to recordation thereof by its duly authorized officer.
WITNESS my hand and official seal.
this, 2024
COUNTY OF SAN MATEO
By:
Michael P. Callagy
County Executive Officer

EXHIBIT C

DEED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Attention:
MAIL TAX STATEMENTS TO:
GRANT DEED
GRANT DEED
THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$City Tax \$0
THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$
THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is \$City Tax \$0

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 819/863 MITTEN ROAD, LLC, a Delaware limited liability company ("Grantor"), hereby GRANTS to County of San Mateo, a political subdivision of the State of California ("Grantee"), that certain real property located in the County of San Mateo, State of California and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), together with (i) all improvements located thereon, (ii) all rights, privileges, easements and appurtenances appertaining to the Property, and (iii) all right, title and interest of Grantor (if any) in, to and under adjoining streets, rights of way and easements.

This conveyance is made by Grantor and accepted by Grantee subject to all taxes and other assessments not yet due with respect to the Property, all matters of record to the extent in force and applicable to the Property, any matters which would be shown or discovered by a survey or visual inspection of the Property on the date hereof, zoning ordinances and regulations and any other laws to the extent applicable to the Property, and rights of tenants under unrecorded leases for the Property.

and

IN WITNESS WHE execute this instrument as of			or has caused its duly authorized representatives to, 2024.
GRANTOR:			TEN ROAD, LLC, mited liability company
	By:	a Dela	XANDRIA REAL ESTATE EQUITIES, L.P., aware limited partnership, ging member
		By:	ARE-QRS CORP., a Maryland corporation, general partner
			By: Its:
A notary public or other of certificate verifies only the who signed the document attached, and not the truth validity of that document. STATE OF CALIFORNIA County of	e identit to whic fulness,	y of the h this coaccuract	e individual ertificate is cy, or
Public, personally appeared the basis of satisfactory evide within instrument and ackno authorized capacity(ies), and	ence to wledged that by	be the pd to me his/her	who proved to me on person(s) whose name(s) is/are subscribed to the that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or s) acted, executed the instrument.
I certify under PENALTY O foregoing paragraph is true a			nder the laws of the State of California that the
WITNESS my hand and offi	cial sea	1.	
Signature of Notary			(Affix seal here)

EXHIBIT A TO GRANT DEED

Legal Description of Real Property

EXHIBIT D INTENTIONALLY OMITTED

EXHIBIT E

PROPERTY DOCUMENTS

INDEX OF DOCUMENTS TO BE DELIVERED TO BUYER 849 & 863 Mitten Rd and 866 Malcolm Rd

DOCUM	ENT
	FORMATION 100
100	Rent Roll dated as of April 1, 2024
101	Lease Agreement dated June 10, 2011 with Vibrant Sciences, LLC ("Vibrant")
101.1	First Amendment to Lease Agreement dated May 9, 2012 with Vibrant
101.2	Second Amendment to Lease Agreement dated November 1, 2012 with Vibrant
101.3	Acknowledgment of Commencement Date dated December 4, 2012 with Vibrant
101.4	Third Amendment to Lease Agreement dated April 1, 2013 with Vibrant
101.5	Fourth Amendment to Lease Agreement dated August 26, 2013 with Vibrant
101.6	Fifth Amendment to Lease Agreement dated February 19, 2019 with Vibrant
101.7	Notice re: Landlord ("LL) Address Change dated August 23, 2019 with Vibrant
101.8	Notice re: Supplemental Rules and Regulations dated March 12, 2020 with Vibrant
101.9	Demand Letter dated June 16, 2022 with Vibrant
101.10	Lease Termination letter dated and signed May 18, 2023 from Vibrant Sciences (849 Mitten)
101.11	Lease Termination letter agreement dated June 28, 2023 to and signed by Vibrant Sciences
101.12	Sixth Amendment to Lease Agreement dated October 23, 2023, with Vibrant Sciences
101.13	Landlord Notice to Tenant dated October 27, 2022 with Vibrant Sciences, LLC
101.14	Seventh Amendment to Lease Agreement dated May 20, 2023 with Vibrant Sciences, LLC
102	Lease Agreement dated September 20, 2021 with Tallac Therapeutics, Inc ("Tallac")
102.1	First Amendment to Lease dated December 29, 2021 with Tallac
102.2	Landlord's Consent and Waiver made August 8, 2023 with Tallac as landlord and Horizon Technology Finance Corporation as lender
102.3	Irrevocable Standy Letter of Credit dated July 29, 2020 issued by First Republic Bank
102.4	Amendment to Irrevocable Standy Letter of Credit dated July 17, 2023 issued by First Republic Bank
103	Lease Agreement dated September 29, 2014 dated September 29, 2014 with Color Genomics, Inc. ("Color Gen")
103.1	Acknowledgment of Commencement Date dated October 6, 2014 with Color Gen
103.2	First Amendment to Lease Agreement dated December 30, 2014 with Color Gen
103.3	Acknowledgment of Expansion Premises Commencement Date dated January 2, 2015 with Color Gen
103.4	Second Amendment to Lease Agreement dated March 31, 2015 with Color Gen
103.5	Consent to Removal of Personal Property dated March 31, 2015 with Color Gen
103.6	Third Amendment to Lease Agreement dated November 25, 2015 with Color Gen
103.7	Notice re: ACM-PACM dated September 12, 2016 with Color Gen
103.8	Fourth Amendment to Lease Agreement dated October 14, 2016 with Color Gen
	Acknowledgment of Third Expansion Premises Commencement with Respect to Third Expansion
103.9	Premises Early Occupancy Space dated March 28, 2017 with Color Gen
103.10	Acknowledgment of Third Expansion Premises Commencement Date with Respect to Suite 100B4(2) dated June 12, 2017

102.11	0'1 T 1 . 10 1 . 20 2017 .'.l C 1 C
103.11	Side Letter dated September 28, 2017 with Color Gen
103.12	Fifth Amendment to Lease Agreement dated October 11, 2017 with Color Gen
103.13	Notice re: Prop 65 dated November 17, 2017 with Color Gen
103.14	Notice re: ACM-PACM dated December 29, 2017 with Color Gen
103.15	Notice re: LL Address Change dated August 23, 2019 with Color Gen
103.16	Sixth Amendment to Lease Agreement dated February 2, 2020 with Color Gen
103.17	Notice re: Supplemental Rules and Regulations dated March 12, 2020 with Color Gen
103.18	License Agreement dated April 27, 2020 with Color Gen
103.19	First Amendment to License Agreement dated June 17, 2020 with Color Gen
103.20	Evidence of Name Change dated December 16, 2020 with Color Gen to Color Health, Inc ("Color Health")
103.21	Second Amendment to License Agreement dated January 1, 2021 with Color Gen
103.22	Third Amendment to License Agreement dated April 27, 2022 with Color Health
103.23	License Agreement dated August 27, 2021 with Color Health
103.24	First Amendment to License Agreement dated April 27, 2022 with Color Health
103.25	Seventh Amendment to Lease Agreement dated April 27, 2022 with Color Health
103.26	Consent to Sublease dated April 10, 2019 with Color Gen, as tenant, and Kindred biosciences, Inc, as sublessee
103.27	Lease dated May 1, 2023 with Color Health, Inc. (suite 104)
103.28	Eighth Amendment to Lease Agreement dated May 1, 2023 with Color Health
103.29	Irrevocable Standby Letter of Credit dated May 17, 2017 issued by Silicon Valley Bank
103.29.1	Standby Letter of Credit dated July 17, 2020 issued by Silicon Valley Bank
103.29.2	Standby Letter of Credit dated July 21, 2022 issued by Silicon Valley Bank
103.29.3	Irrevocable Standby Letter of Credit dated July 28, 2023 issued by JPMorgan Chase Bank
103.30	Rooftop Equipment License dated June 16, 2021 with Color Health, Inc.
103.31	First Amendment to License Agreement dated October 21, 2022 (effective as of September 30, 2021)
100.01	with Color Health, Inc.
103.32	Second Amendment to License Agreement dated June 14, 2023 with Color Health, Inc.
103.33	License Agreement dated November 2, 2022 with Color Health, Inc. (Allied Universal)
103.34	First Amendment to Lease dated March 26, 2024 with Color Health, Inc.
103.35	License Agreement dated October 31, 2022 with Color Health, Inc.
103.36	Settlement Agreement dated February 29, 2024 with Color Health, Inc.
103.37	Ninth Amendment to Lease Agreement dated March 26, 2024 with Color Health, Inc.
104	Lease Agreement dated January 27, 2015 with Corvus Pharmaceuticals, Inc. ("Corvus")
104.1	Acknowledgment of commencement Date dated February 4, 2015 with Corvus
104.2	First Amendment to Lease dated March 19, 2015 with Corvus
104.3	Acknowledgment of Expansion Premises Commencement Date dated April 14, 2015 with Corvus
104.4	Second Amendment to Lease dated August 20, 2015 with Corvus
	Acknowledgment of Second Expansion Premises Commencement Date dated February 26, 2016 with
104.5	Corvus
104.6	Third Amendment to Lease dated June 27, 2016 with Corvus
104.7	Fourth Amendment to Lease dated August 15, 2016 with Corvus
104.8	Notice re: ACM-PACM dated September 12, 2016 with Corvus
104.9	Notice re: ACM-PACM dated September 12, 2016 with Corvus
	1 /

	Acknowledgment of Third Expansion Premises Commencement Date dated October 31, 2016 with
104.10	Corvus
	Acknowledgment of Fourth Expansion Premises Commencement date dated October 41, 2016 with
104.11	Corvus
104.12	Notice re: Prop 65 dated November 17, 2017 with Corvus
104.13	Notice re: Prop 65 dated November 17, 2017 with Corvus
104.14	Notice re: AMC-PACM dated December 29, 2017 with Corvus
104.15	Notice re: AMC-PACM dated December 29, 2017 with Corvus
104.16	Fifth Amendment to Lease dated March 2, 2018 with Corvus
104.17	Sixth Amendment to Lease dated April 5, 2018 with Corvus
104.18	Seventh Amendment to Lease dated October 11, 2018 with Corvus
104.19	Notice re: LL Address Change dated August 23, 2019 with Corvus
104.20	Notice re: LL Address Change dated September 27, 2019 with Corvus
104.21	Notice re: Supplemental Rules and Regulations dated March 12, 2020 with Corvus
104.22	Eighth Amendment to Lease dated September 13, 2021 with Corvus
104.23	Letter re: Rent Abatement Insurance Coverage dated February 3, 2022 with Corvus
104.24	Water Intrusion Side Letter dated September 6, 2022 with Corvus
	Consent to Sublease dated September 10, 2021 with Corvus, as tenant, and Angel Pharmaceuticals US
104.25	Inc., as Sublessee
104.26	Letter of Credit dated August 25, 2015 issued by Morgan Stanley Bank
104.27	First Amendment to the Letter of Credit dated August 6, 2020 from Morgan Stanley Bank
104.28	Second Amendment to the Letter of Credit dated March 14, 2023 from Morgan Stanley Bank
105	Lease Agreement dated April 11, 2014 with Kindred Biosciences, Inc ("Kindred")
105.1	Acknowledgment of Commencement Date dated October 6, 2014 with Kindred
105.2	First Amendment to Lease Agreement dated January 14, 2015 with Kindred
105.3	Acknowledgment of Expansion Premises Commencement Date dated January 20, 2015 with Kindred
105.4	Second Amendment to Lease Agreement dated August 3, 2015 with Kindred
	Acknowledgment of Second Expansion Premises Commencement Date dated August 6, 2015 with
105.5	Kindred
105.6	Third Amendment to Lease Agreement dated October 29, 2015 with Kindred
	Acknowledgment of Third Expansion Premises Commencement Date dated November 9, 2015 with
105.7	Kindred
105.8	Fourth Amendment to Lease Agreement dated November 9, 2015 with Kindred
	Acknowledgment of Fourth Expansion Premises Commencement Date dated February 3, 2016 with
105.9	Kindred
105.10	Notice re: ACM-PACM dated September 12, 2016 with Kindred
105.11	Fifth Amendment to Lease Agreement dated October 5, 2016 with Kindred
105.12	Sixth Amendment to Lease Agreement dated February 14, 2017 with Kindred
105.13	Side Letter dated March 2, 2017 with Kindred
	Acknowledgment of Sixth Expansion Premises Commencement Date dated March 10, 2017 with
105.14	Kindred
	Acknowledgment of Fifth Expansion Premises Commencement Date dated March 29, 2017 with
105.15	Kindred
105.16	Notice re: Prop 65 dated November 17, 2017 with Kindred
105.17	Notice re: ACM-PACM dated December 29, 2019 with Kindred

105.18 Seventh Amendment to Lease Agreement dated October 2, 2018 with Kindred 105.19 Notice re: LL Address Change dated August 23, 2019 105.20 Notice re: LL Address Change dated September 27, 2019 105.21 Landlord's Consent and Waiver dated November 29, 2019 with Kindred 105.22 Eighth Amendment to Lease Agreement dated February 7, 2020 with Kindred 105.23 Notice re: Supplemental Rules and Regulations dated March 12, 2020 Acknowledgment of Seventh Expansion Premises Commencement Date dated May 6, 2020 with 105.24 Kindred Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee 105.26 Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	ssee
Notice re: LL Address Change dated September 27, 2019 Landlord's Consent and Waiver dated November 29, 2019 with Kindred Eighth Amendment to Lease Agreement dated February 7, 2020 with Kindred Notice re: Supplemental Rules and Regulations dated March 12, 2020 Acknowledgment of Seventh Expansion Premises Commencement Date dated May 6, 2020 with Kindred Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	ssee
Landlord's Consent and Waiver dated November 29, 2019 with Kindred Eighth Amendment to Lease Agreement dated February 7, 2020 with Kindred Notice re: Supplemental Rules and Regulations dated March 12, 2020 Acknowledgment of Seventh Expansion Premises Commencement Date dated May 6, 2020 with Kindred Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	ssee
Eighth Amendment to Lease Agreement dated February 7, 2020 with Kindred Notice re: Supplemental Rules and Regulations dated March 12, 2020 Acknowledgment of Seventh Expansion Premises Commencement Date dated May 6, 2020 with Kindred Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	ssee
Notice re: Supplemental Rules and Regulations dated March 12, 2020 Acknowledgment of Seventh Expansion Premises Commencement Date dated May 6, 2020 with Kindred Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	ssee
Acknowledgment of Seventh Expansion Premises Commencement Date dated May 6, 2020 with Kindred Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee 105.26 Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	ssee
105.24 Kindred Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee 105.25 Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	ssee
Consent to Assignment dated February 18, 2022 with Kindred, as tenant, and Elanco US Inc, as assignee 105.26 Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	
105.25 assignee 105.26 Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	
105.26 Consent to Sublease dated November 30, 2021 with Kindred, as tenant, and Vaxart, Inc, as suble	
Consent to Cylologic detail Contembra 20, 2022 ==:[4], Elicinic entrembra 1 A	
Consent to Sublease dated September 20, 2023 with Elanco, as tenant, and Apeximmune Therapi	ietics,
105.27 Inc, as sublessee	
105.28 Consent to Sublease dated November 13, 2023 with Get Lit Technologies, Inc.	
105.29 Consent to Sub-Sublease dated January 30, 2024 with Hinge Bio, Inc.	
Lease Agreement dated March 25, 2003 with Epitomics, Inc ("Epitomics")	
106.1 Letter Re: Epitomics dated February 4, 2014 with Epitomics	
Exhibit D To Lease dated September 23, 2003 with Epitomics	
106.3 First Amendment to Lease Agreement dated March 9, 2004 with Epitomics	
Acknowledgement Of Additional Space Occupancy Date dated August 18, 2004 with Epitomics	
Notice Re: LL Address Change dated June 24, 2005 with Epitomics	
Notice Re: LL Address Change dated July 16, 2007 with Epitomics	
Second Amendment to Lease Agreement dated January 29, 2008 with Epitomics	
Third Amendment to Lease Agreement dated February 28, 2008 with Epitomics	
Fourth Amendment to Lease Agreement dated June 30, 2008 with Epitomics	
106.10 Notice Re: LL Address Change dated April 8, 2009 with Epitomics	
106.11 Fifth Amendment to Lease Agreement dated August 5, 2011 with Epitomics	
106.12 License Agreement dated January 5, 2012 with Epitomics	
106.13 Acknowledgment Of Expansion Premises Commencement Date dated January 1, 2012 with Epit	omics
106.14 Letter Agreement dated March 15, 2012 with Epitomics	
106.15 Merger Consent dated April 11, 2012 with Epitomics	
106.16 Notice Re: Acm-Pacm dated August 30, 2012 with Epitomics	
106.17 Notice Re: Acm-Pacm dated July 25, 2013 with Epitomics	
106.18 Sixth Amendment to Lease Agreement dated July 17, 2014 with Epitomics	
106.19 Notice Re: Acm-Pacm dated February 25, 2015 with Epitomics	
106.20 Seventh Amendment to Lease Agreement dated July 30, 2015 with Epitomics	
Notice Re: Acm-Pacm dated September 12, 2016 with Epitomics	
Notice Re: Prop 65 dated November 17, 2017 with Epitomics	
Notice Re: Acm-Pacm dated December 29, 2017 with Epitomics	
Eighth Amendment To Lease Agreement dated March 14, 2019 with Epitomics	
Notice Re: Ll Address Change dated August 23, 2019 with Epitomics	
Notice Re: Ll Address Change dated September 27, 2019 with Epitomics	
Notice Re: Supplemental Rules and Regulations dated March 12, 2020 with Epitomics	
106.28 Letter Agreement dated January 28, 2022 with Epitomics	
106.29 Letter Agreement dated April 28, 2023 with Epitomics	

206.1	Regulatory and Maintenance – 2021 for 849 Mitten Rd dated 2021 (13 folders with 20 documents total)
206	Regulatory and Maintenance – 2020 for 849 Mitten Rd dated 2020 (10 folders with 14 documents total)
205	Preliminary Land Use Overview dated May 20, 2022, with Cox Castle and Nicholson
204	Certificate of Occupancy undated for 866 Malcolm
203	Vendor Contact List undated
202	Tenant Contact List undated
201	Electricity Purchase Agreement dated March 21, 2024 with Commercial Energy of Montana Inc.
201	Montana Inc.
200	Natural Gas Purchase Agreement Amendment dated November 21, 2023 with Commercial Energy of
	ROPERTY INFORMATION 200 (RON/HONG CONFIRMED 206-212, 215-216)
-	7 AAA (D. 197
109	Mitten Road LOC and Security Deposit Record
108.10	Letter of Credit dated July 29, 2020 issued by First Republic Bank
108.9	Consent To Sublease Amendment dated October 11, 2021 with ALX
108.8	Consent To Sublease dated July 8, 2020 with Alexo, as tenant, and ALX, as sublessee
108.7	First Amendment to Lease dated September 20, 2021 with Alexo
108.6	Consent To Assignment dated July 8, 2020 with ALX Oncology exo
108.5	Notice Re: Supplemental Rules and Regulations dated March 12, 2020 with Alexo
108.4	Notice Re: Ll Address Change dated August 23, 2019 with Alexo
108.3	Evidence Of Name Change dated June 19, 2018 with Alexo
108.2	Acknowledgment Of Commencement Date dated May 2, 2018 with Alexo
108.1	Letter Agreement dated October 16, 2017 with Alexo
108	Lease Agreement dated October 16, 2017 with Alexo Therapeutics Inc ("Alexo")
107.9	Fourth Amendment to Lease dated December 14, 2023 with Hinge Bio, Inc.
107.8	Consent To Sublease Amendment dated March 27, 2019 with Trex Bio, Inc.
	Consent To Sublease dated August 9, 2018 with Hinge, as tenant, and Trex Bio, Inc, as sublessee
107.6	
107.5	Third Amendment to Lease dated November 16, 2022 with Hinge
107.4	Second Amendment to Lease dated October 28, 2020 with Hinge
107.3	Notice Re: LL Address Change dated August 23, 2019 with Hinge Notice Re: Supplemental Rules and Regulations dated March 12, 2020 with Hinge
107.2	Notice Re: LL Address Change dated August 23, 2019 with Hinge
107.1	First Amendment to Lease dated June 6, 2018 with Hinge
107.1	Acknowledgment Of Commencement Date dated March 21, 2018 with Hinge
100.38	Lease Agreement dated February 26, 2018 with Hinge Bio, Inc ("Hinge")
106.38	Consent to Assignment dated November 28, 2023 with with Epitomics, Inc. dba Abcam Burlingame
106.37	Burlingame
100.30	Letter dated October 21, 2022 re Rent Abatement with Epitomics, Inc. dba Abcam Burlingame Letter dated November 14, 2023 re Change in Control with with Epitomics, Inc. dba Abcam
106.36	Letter dated October 21, 2022 re Rent Abatement with Epitomics, Inc. dba Abcam Burlingame
106.35	Letter re: California/Water Intrusion Event – Rent Abatement dated October 11, 2023, with Epitomics, Inc. dba Abcam Burlingame
106.34	Letter of Credit dated July 13, 2023 issued by Back of America
106.33	Notice of Rescind of Letter of Credit dated December 7, 2018 from Back of America, Merrill Lynch
106.32	Letter of Credit dated November 23, 2018 issued by Back of America, Merrill Lynch
106.31	Letter of Credit dated January 4, 2017 issued by Back of America, Merrill Lynch
10601	T CO 1'-1-17
106.30	Revmab Biosciences USA as sublessee

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206.2	Regulatory and Maintenance – 2022 for 849 Mitten Rd dated 2022 (4 folders with 4 documents total)
207	Regulatory and Maintenance – 2020 for 863 Mitten Rd dated 2020 (22 folders with 46 documents total)
207.1	Regulatory and Maintenance – 2021 for 863 Mitten Rd dated 2021 (16 folders with 34 documents total)
207.2	Regulatory and Maintenance – 2022 for 863 Mitten Rd dated 2022 (6 folders with 10 documents total)
208	Regulatory and Maintenance – 2020 for 866 Malcolm Rd dated 2020 (18 folders with 36 documents
	total)
208.1	Regulatory and Maintenance – 2021 for 866 Malcolm Rd dated 2021 (18 folders with 31 documents
	total)
208.2	Regulatory and Maintenance – 2022 for 866 Malcolm Rd dated 2022 (4 folders with 7 documents total)
209	Invoice dated April 27, 2022 from Blue Bay Contractors, Inc. for common area restroom painting
210	Mitten Equipment List, undated
211	Mitten HVAC list, undated
212	HVAC Unit 2 undated
213	Roof Replacement and Courtyard Revision Log dated February 13, 2023, prepared by The Whiting-
	Turner Contracting Company
214	Personal Property List undated
215	2023 Regulatory and Maintenance for 849 – folder containing 2 files
215.1	2023 Regulatory and Maintenance for 863 – folder containing 8 files
215.2	2023 Regulatory and Maintenance for 866 – folder containing 4 files
213.2	2023 Regulatory and Plantenance for 000 Torder containing 1 mes
DRAWING	GS AND SPECIFICATIONS, MAPS, PLANS & PHOTOGRAPHS 300 (UPDATED BY SC)
300	849 Mitten Floor Plan January 15, 2021
301	863 Mitten Overall Floor Plan dated October 28, 2021 with Greg Bunton Architecture
302	ALTA/NSPS dated July 28, 2022 prepared by Kier & Wright (849 & 863 Mitten Rd and 866 Malcom
302	Rd)
303	1 CADs/As-Built undated
304	Mechanical Floor Plan
305	Additional Drawings folder containing 10 files
306	DWG Files folder containing 48 files
307	· · · · · · · · · · · · · · · · · · ·
308	Exterior Alterations dated October 29, 2019, prepared by Greg Bunton Architecture
	Partial Roof Framing Plan dated September 12, 2011, prepared by Greg Bunton Architecture
309	Structural Details dated September 12, 2011, prepared by Greg Bunton Architecture
310	Chiller Unit Replacements dated March 7, 2013, prepared by CRJ Structural Engineers
311	Roof Framing Plan dated March 14, 1994, prepared by Ehrlich Rominger
312	Structural Calculations dated March 31, 1998, prepared by Kee Wong Engineering, Inc
313	ALTA/NSPS Land Title Survey dated October 30, 2023 prepared by Kier + Wright
314	Lab-Office Breakdown
FINANCIA	AL INFORMATION 400
400	Statement of Operations – Cash Actual for 2021
	<u>.</u>
400.1	Statement of Operations – Cash Actual for 2022
400.2	Statement of Operations – Cash Actual for 2023
400.3	Statement of Operations – Cash Actual for 2024 YTD
401	2023 YE CAM Statement dated March 8, 2024 for Color Health, Inc.
401.1	2023 YE CAM Statement dated March 8, 2024 for Color Health, Inc.

401.2	2023 YE CAM Statement dated March 8, 2024 for Color Health, Inc.
401.3	2023 YE CAM Statement dated March 8, 2024 for Corvus Pharmaceuticals, Inc.
401.4	2023 YE CAM Statement dated March 8, 2024 for Elanco US Inc.
401.5	2023 YE CAM Statement dated March 8, 2024 for Epitomics, Inc. dba Abcam Burlingame
401.6	2023 YE CAM Statement dated March 8, 2024 for Hinge Bio, Inc.
401.7	2023 YE CAM Statement dated March 8, 2024 for Tallac Therapeutics, Inc.
401.8	2023 YE CAM Statement dated March 8, 2024 for Tallac Therapeutics, Inc.
401.9	2023 YE CAM Statement dated March 8, 2024 for Vibrant Sciences, LLC
402	Tenant Billing Statement dated May 1, 2024 for Color Health, Inc., at 849
402.1	Tenant Billing Statement dated May 1, 2024 for Color Health, Inc., at 819-863, 866
402.2	Tenant Billing Statement dated May 1, 2024 for Corvus Pharmaceuticals, Inc.
402.3	Tenant Billing Statement dated May 1, 2024 for Elanco US Inc.
402.4	Tenant Billing Statement dated May 1, 2024 for Epitomics, Inc. dba Abcam Burlingame
402.5	Tenant Billing Statement dated May 1, 2024 for Hinge Bio, Inc.
402.6	Tenant Billing Statement dated May 1, 2024 for Tallac Therapeutics, Inc.
402.7	Tenant Billing Statement dated May 1, 2024 for Tallac Therapeutics, Inc.
402.8	Tenant Billing Statement dated May 1, 2024 for Vibrant Sciences, LLC
403	2022-2023 Property Tax Bill
403.1	2023-2024 Property Tax Bill
	OCUMENTS 600
	N/A
ENGINER	ERING REPORTS AND STUDIES 700
700	Phase I dated March 5, 1998 by Dames & Moore
700.1	Phase I dated September 18, 2007 with ENVIRON
701	PCA dated May 12, 2022 by Property Condition Assessments, LLC
702	Regulatory Status of remediation Work at Dry Cleaning Facility dated May 16, 2002 with ENVIRON
703	Limited Tenant Exit Audit dated July 28, 2015 with Agave Pharm LLC
703.1	Environmental Services Agreement dated July 6, 2015 with Ramboll Environ US Corporation
704	Limited Tenant Exit Audit dated May 19, 2011 with Yuzhi Wu (Alpha Biopharmaceuticals, Inc.)
705	Limited Tenant Exit Audit dated May 19, 2011 with HealthTell LLC
706	Limited Tenant Exit Audit dated June 15, 2010 with Igenica, Inc.
707	Limited Tenant Exit Audit dated April 20, 2009 with Metrigen, Inc.
708	Tenant Exit Audit Report dated March 26, 2004 with Nanosolar, Inc.
709	Limited Tenant Exit Audit dated February 17, 2009 with NexGenix Pharmaceuticals, LLC
710	Focused Tenant Exit Audit dated July 13, 2017 with Ramboll
711	Focused Tenant Exit Audit dated February 12, 2019 with Vibrant Sciences LLC
1 = 1 0	•
712	Limited Tenant Exit Audit dated March 26, 2015 with Abcam
713	Environmental Services Agreement dated April 2, 2015 with Apexigen
	Environmental Services Agreement dated April 2, 2015 with Apexigen Limited Tenant Exit Audit dated August 19, 2015 with Apexigen
713	Environmental Services Agreement dated April 2, 2015 with Apexigen

715.1	Fungal Classenge Investigations, for suita 100 dated July 0, 2002 with Environ
	Fungal Clearance Investigations, for suite 100 dated July 9, 2003 with Environ
716	Focused Tenant Exit Audit dated April 14, 2017 with Igenica Biotherapeutics, Inc
716.1	Environmental Services Agreement dated January 6, 2015 with Igenica Biotherapeutics, Inc
717	Initial Water Damage and Fungal Investigation dated March 18, 2003 with Environ
718	Limited Tenant Exit Audit dated February 1, 2012 with Intrexon Corporation
719	Limited Tenant Exit Audit dated June 15, 2011 with In-Vivo Technologies, Inc.
720	Limited Tenant Exit Audit dated May 7, 2009 with Juvaris BioTherapeutics
721	Limited Asbestos Sampling dated July 15, 2020 with Ramboll
722	Focused Tenant Exit Audit dated November 2, 2016 with Loma Vista Medical
723	Letter re: ACM dated October 26, 2012 with Epitomics, Inc
724	Asbestos Air Monitoring Results dated April 29, 2003 with Envrion
725	Asbestos Analysis dated July 2, 2020 with Micro Analytical Laboratories, Inc
726	Asbestos Survey dated April 14, 2003 with Environ
727	Asbestos Survey dated August 5, 2003 with Environ
728	Asbestos Survey Results dated August 11, 2011 with Environ
729	DELETED
730	Asbestos Operations & Maintenance Program dated October 2008 with Environ for 863 Mitten
731	Mold Remediation Protocol dated June 23, 2011 with jC&W Environmental Consulting, Inc.
732	Limited Tenant Exit Audit dated April 23, 2010 with Nanoexa
733	Post Remediation Report dated August 31, 2011 with C&W Environmental Consulting, Inc.
733.1	Post-Remediation Fungal Investigation dated January 19, 2018 with Ramboll
734	Remediation Efforts and Post-Remediation Inspection dated May 7, 2013 with Environ
735	Report to Findings/Recommendations dated August 20, 2012 with RestCon Environmental
736	Limited Tenant Exit Audit dated October 30, 2013 with Reset Therapeutics
737	Limited Tenant Exit Audit dated October 16, 2014 with Sensorin
738	Decommission Plan dated November 6, 2009 with Environmental Health San Mateo County
739	Uniform Hazardous Waste Manifest dated September 4, 2012 with NRC Environmental Services
740	Tenant Exit Audit dated December 6, 2006 with Valentis Incorporated
741	Water Damage and Fungal Investigation dated May 21, 2004 with Environ
741.1	Water Damage and Fungal Investigation dated October 14, 2003 with Environ
742	Focused Tenant Exit Audit dated February 5, 2018 with Ramboll
743	Facility Closure dated September 19, 2011 with Juvaris Biotherapeutics, Inc.
743.1	Limited Tenant Exit Audit dated July 15, 2011 with Juvaris BioTherapeutics, Inc.
743.2	Limited Tenant Exit Audit dated October 31, 2011 with Juvaris BioTherapeutics, Inc.
744	Asbestos Survey Results dated August 11, 2011 with Environ
744.1	Asbestos Survey dated August 17, 2011 with Environ Asbestos Survey dated August 27, 2003 with Environ
744.1	Asbestos Sampling Results dated September 27, 2004 with Environ
744.2	Asbestos Operations & Maintenance Program dated October 2008 with Environ for 866 Mitten
743	Limited Asbestos and Lead Survey dated March 1, 2018 with Dome Construction Company
747	
	Uniform Hazardous Waste Manifest dated March 26, 2012 with Advanced Chemical Transport
747.1	Uniform Hazardous Waste Manifest dated December 27, 2011 with Advanced Chemical Transport
740	Memorandum of Limited Tenant Exit Audit dated April 20, 2009 for Y's Therapeutics, Inc., prepared
748	by Environ
749	Memorandum of Summary of Remediation Efforts and Post Remediation Evaluation dated April 6,
	2022 performed by Ramboll for 849 Mitten Suite 103

750	Memo of Summary Remediation Efforts and Post Remediation Evaluation dated December 14, 2021	
7.5.1	prepared by Ramboll for 869 Mitten Suite 102	
751	Memo of Summary of Remediation Efforts and Post Remediation Evaluation dated April 6, 2022	
	prepared by Ramboll for 863 Mitten	
752	Final Mold and Spore Investigation dated April 11, 2022 prepared by Patriot	
753	California Commercial Disclosure Report (Parcel 024-403-380) dated October 3, 2023, prepared by	
	Disclosure Source NHD	
753.1	California Commercial Disclosure Report (Parcel 024-403-410) dated October 3, 2023, prepared by	
	Disclosure Source NHD	
753.2	California Commercial Disclosure Report (Parcel 024-403-400) dated October 3, 2023, prepared by	
	Disclosure Source NHD	
753.3	California Commercial Disclosure Report (Parcel 026-301-240) dated October 3, 2023, prepared by	
	Disclosure Source NHD	
753.4	California Commercial Disclosure Report (Parcel 026-301-310) dated October 3, 2023, prepared by	
	Disclosure Source NHD	
753.5	California Commercial Disclosure Report (Parcel 026-301-320) dated October 3, 2023, prepared by	
	Disclosure Source NHD	
754	Memorandum of Water Intrusion Remediation Summary and Post Remediation Evaluation dated	
	January 6, 2023 prepared by Ramboll for 863 Mitten	
SELLER INFORMATION 800		
TITLE INFORMATION 900		
ADDITIONAL DOCUMENTATION 1000		