

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 ___ day of _____, 2026 (the “Effective Date”), by and between DWF IV CENTURY PLAZA, 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. AGREEMENT TO PURCHASE AND SELL: Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller all of Seller’s right, title and interest in and to the following described property in accordance with the terms and conditions of this Agreement:

- a) The real property and improvements described as 1065 E. Hillsdale Boulevard, in Foster City, California identified as San Mateo County Assessor’s Parcel Number 094-524-180, all as more particularly described on **EXHIBIT A**, attached hereto and incorporated herein by this reference (the “Property”); and
- b) The fixtures, equipment, if any, existing on the Property, not owned by tenants, and used exclusively in the operation of the Property, which shall be delivered by Seller concurrently with the Grant Deed transferring title to the Property in the form attached hereto as **EXHIBIT D** (the “Grant Deed”).

2. SALE AND PURCHASE PRICE: 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 for the Property shall be **TWENTY-NINE MILLION AND NO/100 DOLLARS (\$29,000,000)**. The purchase price includes all compensation to which the Seller would be entitled under Chapter 9 of the California Eminent Domain Law (Code of Civil Procedure Sections 1263.010 and following), or otherwise, connected with or arising out of: (1) Buyer’s acquisition of the Property; and (2) Buyer’s pre-condemnation and pre-acquisition activities (including those of any officer, agent, contractor, or employee of the Buyer). Contemporaneously with the execution and delivery of this Agreement, Buyer has paid to Seller as further consideration for this Agreement, in cash, the sum of One Hundred and No/100 Dollars (\$100.00) (the “Independent Consideration”), independent of any other consideration provided hereunder, which Independent Consideration is fully earned by Seller and is non-refundable under any circumstances.

- b) Within thirty (30) days of Seller's execution of this Agreement ("Seller's Execution"), County shall 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) Upon Seller's Execution, Buyer to begin its investigation of the Property and satisfy all conditions described herein within the later of (i) sixty (60) days of Seller's Execution or (ii) fourteen (14) days after Full Execution (the "Due Diligence Period") (provided, however, in no event shall the Due Diligence Period extend beyond August 25, 2026 unless otherwise mutually agreed upon by the parties in writing).
- d) During the Due Diligence Period (or within such shorter period provided for in this Section 2(d) with respect to the applicable event), Buyer may, in its sole and absolute discretion, elect to terminate this Agreement based upon its review of any of the following:
 - 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 any exceptions to title that must be removed; provided, that Seller shall have no obligation to remove any such exceptions and Buyer's sole and exclusive remedy for such exceptions not being removed shall be to terminate this Agreement; or
 - ii. **Review of Physical Condition.** 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. County and its agents shall have reasonable access to the Property to conduct tests and perform due diligence investigations in accordance with, subject to, and as limited by Section 6 of this Agreement; or
 - iii. **Review of Seller's Diligence Documents.** Buyer's review of copies of all material building and Property information, including but not limited to final environmental reports and notices, final seismic/structural studies, permits and approvals, surveys, floor plans, notices of violation, or any other documents that are of significance to the Property, and that the County may reasonably request; or
 - iv. **Review of Contracts and Other Matters.** Buyer's review all contracts, third-party equipment leases, service or maintenance contracts or other matters, in each case, relating to the Property and its intended use. On

or before the expiration of the Due Diligence Period, Buyer shall provide written notice to Seller of the contracts that Buyer elects not to assume at Closing, which contracts Seller shall provide written notice to the counterparty of the applicable contract on or before Closing at Seller's sole cost and expense electing to terminate the applicable contract. Subject to the last sentence of this Section 2(d)(iv), Buyer shall not be required to assume, and shall not assume, any Contracts that Buyer elects to not assume pursuant to this Section 2(d)(iv). Notwithstanding the foregoing, Seller shall not be obligated to terminate any Contracts that are not terminable upon thirty (30) days' prior notice or that are not terminable without payment of any fee or penalty and Buyer's sole and exclusive remedy for such contracts not being terminated shall be to terminate this Agreement; or

- v. **CEQA/Environmental Report(s).** 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
- vi. **Appraisal.** Receipt of a written appraisal of the Property, which County will cause to be completed at its sole cost and expense, by a licensed or certified appraiser at no less than the purchase price in Section 2a; or
- vii. **Review of Tenant Disclosures.** Buyer's review of all current lease agreements (including any documents constituting lease terms, including without limitation extensions and amendments); or
- viii. **Review of Tenant Estoppels.** Buyer's review of estoppel certificates for all Leases ("Tenant Estoppel Certificates"), which shall be delivered to Buyer at least 10 days prior to the expiration of the Due Diligence Period; however, failure to deliver any Tenant Estoppel Certificate shall not be a Seller default hereunder or cause Seller to incur any liability and Buyer's sole and exclusive remedy for such certificates not being delivered shall be to terminate this Agreement; 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. **Delivery of Building Upon Close of Escrow.** If Buyer fails to receive, at least 15 days prior to the expiration of the Due Diligence Period, copies of written, signed agreements from the existing tenants that are shown by an Estoppel Certificate not to be on a month-to-month lease, or from which no Estoppel Certificate has been obtained, confirming their vacate dates, which shall occur no later than six (6) months from Full Execution (and the Seller hereby agreeing to issue notices of lease

termination on the Closing Date to any existing tenants that are established by an Estoppel Certificate to be on a month-to-month lease). Said periods may be extended upon mutual agreement by both parties; or

- xi. **Studies/Actions.** Buyer's inability to timely complete any of the studies or actions set forth above.
- e) If Buyer fails to deliver notice of its election to terminate 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 the conditions set forth in Section 2(d) of 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 or before the close of escrow, Seller will deliver to the Escrow Holder the Grant Deed which has been duly executed and acknowledged by Seller, which shall have been submitted as a draft for approval as to form by Buyer no later than 10 days before the close of escrow.
- g) At or before the close of escrow, Buyer shall deposit with the Escrow Holder the following:
 - i. 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.
 - ii. The purchase price set forth in Section 2(a) plus costs of pro-rations, fees, and expenses pursuant to this Agreement.
 - iii. A California Preliminary Change of Ownership Form.
 - iv. Such other documents as may be reasonably required by the Title Company or as may be agreed upon by Seller and Buyer to consummate the purchase of the Property as contemplated by this Agreement.

3. ESCROW, CLOSING, AND OTHER FEES:

- a) 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"); 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 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. Seller and Buyer agree to execute such reasonable additional and supplementary

escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, in case of conflict between this Agreement and any related escrow instructions or documents, the terms of this Agreement shall control.

- b) The Escrow Holder joins herein below to evidence its agreement to hold funds in accordance with the terms and conditions of this Agreement. The following provisions shall control with respect to the rights, duties and liabilities of the Escrow Holder:
 - a. The Escrow Holder acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the (i) sufficiency, correctness, genuineness or validity of any written instrument, notice or evidence of a party's receipt of any instruction or notice which is received by the Escrow Holder, or (ii) identity or authority of any person executing such instruction notice or evidence.
 - b. The Escrow Holder shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and the Escrow Holder shall have no liability except for its own breach of this Agreement, willful misconduct or gross negligence.
 - c. In the event of a dispute between the parties hereto with respect to the disposition of the amount held in escrow, the Escrow Holder shall be entitled, at its own discretion, to deliver such amount to an appropriate court of law pending resolution of the dispute.
- c) In order to assure compliance with the requirements of 26 U.S.C. § 6045, and any related reporting requirements of the Code, the parties hereto agree as follows:
 - a. Seller and Buyer hereby designate the Escrow Holder as the person to be responsible for all information reporting under Section 6045(e) of the Code (the "Reporting Person"), and the Escrow Holder, by its execution of the joinder attached hereto, agrees to be the Reporting Person.
 - b. Seller and Buyer hereby agree (i) to provide to the Reporting Person all information and certifications regarding such party, as reasonably requested by the Reporting Person or otherwise required to be provided by a party to the transaction described herein under Section 6045 of the Code, (ii) to provide to the Reporting Person such party's taxpayer identification number and a statement (on Internal Revenue Service Form W-9 or an acceptable substitute form, or on any other form the applicable current or future Code sections and regulations might require and/or any form requested by

the Reporting Person), signed under penalties of perjury, stating that the taxpayer identification number supplied by such party to the Reporting Person is correct, and (iii) to retain this Agreement for not less than four years from the end of the calendar year in which the Closing occurred, and to produce it to the Internal Revenue Service upon a valid request therefor.

- d) The Closing shall occur within seven (7) days after the expiration of the Due Diligence Period, subject to any extension rights expressly provided for herein, or such other earlier date as the parties hereto shall mutually agree in writing (the actual day of Closing in accordance herewith, the "Closing Date"). 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 or are otherwise deemed waived under this Agreement; and the recordation of a Grant Deed and Certificate of Acceptance which shall vest title to the Property in Buyer, and the deposit of the purchase price by Buyer into escrow with Escrow Holder and the release by Escrow Holder of such purchase price to Seller.
- e) 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. The costs due under existing property insurance policies (if any) shall not be prorated (and Seller shall not assign and/or transfer to Buyer, and Buyer shall not assume from Seller, any insurance policies applicable to the Property). Buyer acknowledges and agrees that Seller cannot endorse any existing insurance policies to Buyer.
 - d. Seller and Buyer shall each pay their own Escrow Holder's fees at the close of escrow.
 - e. Buyer shall pay costs of any survey updates or new surveys, and any additional costs and charges customarily charged to buyers in accordance with common escrow practices in the city and county in which the Property is located, other than those costs and charges specifically required to be paid by Seller hereunder.
 - f. Seller shall pay all transfer taxes incurred as part of Closing and any additional costs and charges customarily charged to sellers in

accordance with common escrow practices in the city and county in which the Property is located, other than those costs and charges specifically required to be paid by Buyer hereunder.

- g. Amounts payable under the leases and contracts which Buyer is assuming on the Closing as expressly provided in this Agreement shall be prorated on an accrual basis on the Closing Date in accordance with the Closing Statement (as hereinafter defined). Seller shall be responsible for all amounts due under the leases and contracts which Buyer is not assuming on the Closing as expressly provided in this Agreement.
 - h. All tenant deposits are to be credited to Buyer at Closing in the form of cash unless properly applied to delinquent rents or other amounts pursuant to the terms of the applicable lease.
 - i. Real estate and personal property taxes and assessments, unreimbursed utilities, collected rents under leases, and operating expenses shall be prorated as of the Closing Date in accordance with the Closing Statement. All sums collected by Buyer from and after Closing from each tenant will be applied first to rents owed by such tenant for periods from and after the Closing, then to amounts owed by such tenant to Seller for periods prior to the Closing Date, which amounts shall be promptly remitted to Seller by Buyer. Any proration which must be estimated at Closing shall be re-prorated and finally adjusted when actual figures are received. The terms of this paragraph (i) shall survive the Closing.
 - j. Except as provided in this Section 3(e), each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, without limitation in the case of Buyer, all third-party engineering and environmental review costs, all other due diligence costs, and all legal, accounting and consultant fees.
- f) At Closing, Buyer and Seller shall each execute (i) a counterpart copy of an Assignment of Leases in the form attached hereto as **EXHIBIT C**, pursuant to which Seller will assign and Buyer will assume all of the leases of the Property in effect at the Closing and such Assignment of Leases shall include a list of all such leases, and (ii) a counterpart copy of an Assignment of Contracts in the form attached hereto as **EXHIBIT E**, pursuant to which Seller will assign and Buyer will assume all of the contracts that Buyer is required to assume under this Agreement and which shall include a list of all such contracts.
- g) 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. Prior to the Closing, the parties shall agree upon all of the prorations to be made and submit a statement to Escrow Holder setting forth the same (such agreed statement, the "Closing Statement").
- h) In addition to all other conditions set forth in this Agreement, Seller's obligation to close the transactions contemplated under this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (collectively, the "Seller Closing Conditions"):
- a. Buyer shall have delivered the balance of the purchase price set forth in Section 2(a) and such additional funds as required pursuant to this Agreement to close this transaction.
 - b. Buyer shall have delivered or caused to be delivered to Seller all of the documents that Buyer is required to deliver at or before the Closing under this Agreement.
 - c. All of the representations, warranties, covenants, and agreements of Buyer contained herein shall be true and correct and/or shall have been performed, as the case may be, in all material respects.

The Seller Closing Conditions are for the benefit of Seller only, and if, as of the Closing Date, the Seller Closing Conditions shall not be satisfied (as and when required pursuant to the terms hereof), the same shall not be deemed a breach or default by Buyer hereunder (unless such failure of a closing condition arises out of or is caused by a breach or default of Buyer as otherwise provided for in this Agreement (e.g., Buyer's failure to deliver closing documents, as and when required, is a breach and default hereunder)) and Seller may either (i) elect to waive any of the Seller Closing Conditions and close on the sale of the Property or (ii) terminate this Agreement; provided, however, that any such termination shall not relieve either party hereto of any obligations that expressly survive the termination of this Agreement, nor for any liability either party may have under the terms and provisions of this Agreement and/or at law or in equity for its wrongful failure to close.

4. **COMMISSION:** County shall not be responsible for the payment of any real estate commissions or fees resulting from this transaction. County is being represented by Hernan Santos and Andrew Peceimer (“Buyer’s Broker”) regarding this transaction and Seller shall be solely responsible for any fees due Buyer’s Broker. If Seller is being represented by a broker (“Seller’s Broker”) regarding this transaction, Seller shall be solely responsible for any fees due Seller’s Broker in accordance with Seller’s separate agreement with Seller’s Broker. If any person brings a claim for a commission or finder’s fee based upon any contact, dealings, or communication with Seller in connection with the transactions contemplated by this Agreement, then Seller shall indemnify, defend, reimburse, and hold County harmless from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, attorney’s fees and costs) arising from any broker’s commission or finder’s fees for any brokers or finders. If Buyer’s Broker or any person brings a claim for a commission or finder’s fee (other than the commission of Buyer’s Broker set forth on the Settlement Statement) based upon any contact, dealings, or communication with Buyer in connection with the transactions contemplated by this Agreement, then Seller shall refuse to make such payment and Buyer shall defend and hold Seller harmless from and against any and all claims, demands, liabilities, losses, costs and expenses (including, without limitation, attorney’s fees and costs) arising from any broker’s commission or finder’s fees for any such brokers or finders. County represents and warrants that it has not made any promises or agreements with any party for the payment of any broker’s commission or finder’s fees other than Buyer’s Broker.

5. **GOOD FAITH DISCLOSURE BY SELLER:** Seller shall make a good faith disclosure to Buyer of any and all material facts or information concerning the condition of the Property actually known to Seller (without investigation) and not readily discoverable by Buyer, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all such material facts or information actually known by Seller (without investigation) concerning the condition of the Property and to the extent within Seller’s possession (which are not otherwise confidential or subject to attorney work product or Seller’s internal work product) shall be delivered in writing to Buyer within seven (7) days of Seller’s Execution (the “Seller Disclosures”).

If such facts or information provided by Seller in the Seller Disclosures 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 its investigations, tests and/or surveys (including without limitation its review of title) 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 and as its sole and exclusive remedy, terminate this Agreement as set forth in this paragraph. Within fifteen (15) business days of actual receipt of said Seller Disclosures, 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 Seller (without having any obligation to cure such condition(s)) shall deliver written notice to Seller within five (5) business days of receiving such notice from Buyer, electing either

(i) to cure such condition(s) on or prior to the Closing, or (ii) not to cure such condition(s). If Seller is unable to cure such condition(s) prior to the Closing, or if Seller does not make a timely election (in which case Seller shall be deemed to have elected not to cure any such condition(s)) or elects not to cure one (1) or more of such condition(s), then Buyer may elect, as its sole and exclusive remedy therefor, to either (a) terminate this Agreement by giving written notice to Seller and Escrow Holder prior to Closing, in which event the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement, or (b) waive such condition(s), in which event Buyer shall be deemed to have approved such condition(s) and the Closing shall occur as herein provided without any reduction of or credit against the purchase price set forth in Section 2(a). Buyer's sole remedy if the Seller Disclosures are not satisfactory to Buyer is to terminate this Agreement prior to Closing as set forth in this Paragraph.

Seller shall provide Buyer, within seven (7) days of Seller's Execution, to the extent in Seller's possession or control, copies of all as-built drawings, diagrams, specifications, property, fixture and equipment inspections, equipment warranties, and any other information, in each case, reasonably requested by Buyer that would assist Buyer in determining the condition of the Property, premises, fixtures or equipment.

6. INSPECTION BY BUYER: Subject to the rights of tenants and the terms and conditions of this Agreement, Buyer, upon not less than one (1) business day prior written notice to the Seller, shall have the right of entry onto the Property during normal business hours or as otherwise agreed to by Seller to conduct 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. The scope of any such testing or inspection which requires physical sampling of all or any part of the Property shall be subject to:

- a) The prior written approval of Seller, which Seller may withhold or condition in its sole and absolute discretion.
- b) Seller's receipt of a certificate of insurance evidencing any insurance coverage reasonably required by Seller in connection with Buyer's investigations under this Section.
- c) The requirement that Buyer conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to Seller. 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.

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), as their sole and exclusive remedy, to terminate this Agreement with no further liability.

Buyer shall give Seller written notice as required hereby prior to the commencement of any testing or inspections in, on or about the Property, and Seller shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. Buyer shall keep the Property free and clear of claims, charges and/or liens for labor and materials or otherwise, in each case, arising from Buyer's testing or entry on and/or inspections or investigations of the Property, and Buyer shall defend, indemnify and save harmless Seller, its agents and employees and any officer, director, affiliate, agent or lender of Seller from and against any and all claims, demands, damages, costs, losses, expenses (including attorneys' 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"). Buyer will, and will cause any other Buyer's Agents to, not enter the Property or any portion thereof or contact or make any inquiries of any occupant, tenant, guest, visitor, ground lessor, lender, franchisor, leasing agent, property manager or asset manager, neighbor, governmental entity or any other consultant or professional known to be engaged by Seller, by telephone, email, video conference or in-person interviews, without in each case first obtaining Seller's written consent, which consent may be granted or withheld by Seller in its sole and absolute discretion. The provisions of this paragraph shall, if the purchase and sale is not consummated, survive any termination of this Agreement without limitation. The indemnification provisions of this paragraph shall survive the Closing.

Any of Buyer's Agents (excluding, for purposes of this sentence, Buyer and its employees, officers and directors) which is entering the Property in connection with Buyer's diligence rights under this Agreement will maintain comprehensive General Liability insurance in an amount no less than \$1,000,000.00 with respect to injury or death to any one person and \$2,000,000.00 with respect to injury or death to more than one person, and \$1,000,000.00 with respect to property damage, and covering any accident, injury or property damage arising from or connected to the presence and/or conduct of such Buyer's Agent on the Property, and statutory Worker's Compensation benefits including Employer's Liability with an amount no less than \$1,000,000.00 for each accident and \$1,000,000.00 for each employee, or as required by applicable law (whichever is greater), and shall, prior to entry upon the Property, deliver a certificate of insurance to Seller, which names Seller and Seller's property manager as additional insureds in respect to General Liability insurance and otherwise provides a waiver of subrogation. Buyer shall remain responsible, as to Seller, for the acts of any of Buyer's Agents while such Buyer's Agent is on the Property in connection with Buyer's diligence rights under this Agreement. Buyer and/or Buyer's Agents shall promptly restore any damage to the Property caused thereby to substantially the same condition in which the same were found before any such entry upon the Property and inspection or examination was undertaken. The provisions of this paragraph shall, if the purchase and sale is not consummated, survive any termination of this Agreement without limitation.

Should Buyer decide, for whatever reason, to terminate this Agreement prior to Closing, Buyer will return to Seller all due diligence documents and information received from Seller, and at Seller's request, any and all reports, studies, and appraisals, 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. The foregoing obligations shall survive any termination of this Agreement.

Buyer acknowledges and agrees that Buyer has been given, or will be given before the end of the Due Diligence Period, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation, (a) all matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements, and building codes and/or the state of entitlements, (b) the physical condition and aspects of the Property, including, without limitation, the interior, the exterior, the square footage within the improvements on the Property and within each tenant space therein, the structure, the paving, the utilities, and all other physical and functional aspects of the Property, including, without limitation, an examination for the presence or absence of hazardous materials or substances, which shall be performed or arranged by Buyer at Buyer's sole expense, (c) any easements and/or access rights affecting the Property, (d) the leases and all matters in connection therewith, (e) any contracts, licenses, permits, and other documents affecting the Property, and (f) all other matters of material significance affecting the Property or delivered to Buyer in accordance with this Agreement.

THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN SELLER AND BUYER, THIS AGREEMENT REFLECTS THE MUTUAL AGREEMENT OF SELLER AND BUYER, AND BUYER HAS CONDUCTED ITS OWN INDEPENDENT EXAMINATION OF THE PROPERTY. OTHER THAN THE MATTERS REPRESENTED IN SECTION 9 HEREOF AS SUCH MAY BE LIMITED BY SECTION 9 HEREOF ("SELLER'S REPRESENTATIONS"), BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES, AND BUYER HEREBY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE, AND SELLER SPECIFICALLY DISCLAIMS, AND NEITHER IT NOR ANY OTHER PERSON IS MAKING, ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO BUYER AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY SELLER OR RELIED UPON BY BUYER WITH RESPECT TO THE STATUS OF TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PROPERTY, OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF BUYER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (v) ANY CLAIM BY BUYER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO THE IMPROVEMENTS OR THE PERSONAL PROPERTY, (vi) THE FINANCIAL CONDITION OR PROSPECTS OF THE PROPERTY, (vii) THE COMPLIANCE OR LACK THEREOF OF THE REAL PROPERTY OR THE IMPROVEMENTS WITH GOVERNMENTAL REGULATIONS, (viii) THE COMPLIANCE OR LACK THEREOF OF THE REAL PROPERTY OR THE IMPROVEMENTS WITH APPLICABLE ENVIRONMENTAL LAWS OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, IN, UNDER OR ADJACENT TO THE PROPERTY OR ANY PORTION THEREOF, AND (ix) THE PHYSICAL AND/OR ENVIRONMENTAL CONDITION, WHETHER VISIBLE OR NOT,

OF THE PROPERTY OR THE CONDITION OR SAFETY OF THE PROPERTY OR ANY IMPROVEMENTS THEREON, INCLUDING, BUT NOT LIMITED TO, PLUMBING, SEWER, HEATING, VENTILATING AND AIR CONDITIONING, LIFE SAFETY, BUILDING MANAGEMENT, VERTICAL TRANSPORTATION, AND ELECTRICAL SYSTEMS, ROOFING, FOUNDATIONS, SOILS AND GEOLOGY, OR LOT SIZE, IT BEING THE EXPRESS INTENTION OF SELLER AND BUYER THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS, WITH NO RIGHT OF SETOFF OR REDUCTION IN THE PURCHASE PRICE EXCEPT FOR SELLER'S REPRESENTATIONS AND CREDITS EXPRESSLY PROVIDED TO BUYER.

Buyer acknowledges and agrees that upon Closing, Seller will sell and convey to Buyer, and Buyer will accept the Property, "AS IS, WHERE IS," with all faults, except for Seller's Representations. **BUYER, WITH BUYER'S COUNSEL, HAS FULLY REVIEWED THE DISCLAIMERS AND WAIVERS SET FORTH IN THIS AGREEMENT, AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE SET FORTH IN SECTION 2(a) WITHOUT THE DISCLAIMER AND OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS PARAGRAPH WILL EXPRESSLY SURVIVE THE CLOSING, WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND WILL NOT BE INCORPORATED INTO THE GRANT DEED.**

Upon Closing, except for Seller's Representations or Seller's fraud, Buyer will assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Buyer's inspections and investigations. Seller is hereby released from all responsibility and liability to Buyer regarding the Property, including the condition (including its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever, whether known or unknown, claimed or suspected, except, in each case, to the extent that such responsibility or liability is the result of (i) the inaccuracy (if any) of Seller's Representations, as to which Seller's liability, if any, shall be limited as provided in Section 9, or (ii) Seller's fraud. In furtherance of this intention, Buyer acknowledges that it is familiar with and understands California Civil Code Section 1542 and that it hereby waives the protection of California Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
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.

Buyer's Initials _____

The foregoing waivers and releases by Buyer shall survive either (a) the Closing and the recordation of the Grant Deed, and shall not be deemed merged into the Grant Deed upon its recordation, or (b) any termination of this Agreement. In no event shall the foregoing waivers and releases by Buyer apply to Seller's fraud.

7. **TITLE AND DEED:** Title to the Property is to be free of all exceptions to title except those expressly approved by Buyer.

Buyer shall have the right to review the preliminary title report and disapprove in writing any items disclosed in said report prior to the close of escrow. Seller shall have fifteen (15) days from receipt of Buyer's notice of disapproval to correct the condition(s) that adversely affect the Property; provided, however, that Seller shall not have any obligations to correct such condition(s). If such condition(s) are not corrected, Buyer's sole and exclusive remedy shall be to terminate this Agreement.

Seller may request escrow to be extended for ten (10) days 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 as of Full Execution 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 has or will have at the Closing full power and authority to enter into and perform 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 which has not been obtained for the execution and delivery by Buyer of this Agreement and, at the time of Closing, Buyer's Documents or the consummation by Buyer of the transactions contemplated by this Agreement and Buyer's Documents.

9. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller has offered the Property in an "As-Is, Where Is" condition and subject to the terms and conditions of this Agreement. Seller represents and warrants to Buyer that the following statements are true and

correct as of the date of Seller's Execution and shall be true and correct as if originally made on and as of the Closing in all material respects (subject to the updates thereto as provided for herein):

- a) Seller has full power and authority to enter into and perform this Agreement and has or will have at the Closing full power and authority to enter into and perform all documents and instruments to be executed by Seller pursuant to this Agreement (collectively "Seller's Documents"); and
- b) This Agreement has been, and Seller's Documents will be, duly executed and delivered by duly authorized officers or representatives of Seller; 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 Seller of this Agreement and, at the time of Closing, Seller's Documents, or the consummation by Seller of the transactions contemplated by this Agreement and Seller's Documents; and
- d) To Seller's actual knowledge, 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 for six (6) months (the "Survival Period"); provided, however, that Buyer shall not have the right to bring a claim after Closing for any breach which was known to Buyer (from any source whatsoever) prior to the Closing, or was caused by Buyer, or was immaterial (i.e., in the aggregate, costs less than \$25,000.00), or for which a Breach Notice was not delivered to Seller during the Survival Period. Seller's liability for any such breaches shall not exceed an amount equal to 1% of the Purchase Price. In the event of any breach of any of Seller's representations or warranties that is discovered by Buyer during the Survival Period, Buyer shall give Seller written notice of such alleged breach (a "Breach Notice") prior to the expiration of the Survival Period and, if Seller elects to cure such breach by delivering written notice to Buyer within ten (10) business days of Seller's receipt of the Breach Notice, Seller shall have a period of time ("Seller's Cure Period") equal to thirty (30) days (as such period shall be extended for such time as may be reasonably necessary to cure any such breach that is not reasonably capable of cure within such initial thirty (30) day period) to attempt to cure such breach prior to Buyer making a claim for damages under this Agreement with respect thereto. The Survival Period with respect to any breach alleged in a Breach Notice shall be extended to the date that is ten (10) business days after the lesser of (i) the period of time from (A) delivery of the Breach Notice from Buyer to Seller to (B) delivery of written notice from Seller to Buyer that it either does not intend to cure, or has been unable to cure, such breach (or that such breach does not constitute a breach), and (ii) Seller's Cure Period. This paragraph shall survive the Closing.

As used in this Agreement, "Seller's knowledge", "actually known to Seller", "Seller's actual knowledge" and similar phrases mean the current, actual knowledge of Seller, without duty

to investigate and shall not include constructive knowledge or knowledge that Seller could have obtained through investigation or inquiry. 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 promptly (not to exceed five (5) business days after such information is received) 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 notice 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 without any offset against or reduction in the purchase price provided for herein. If the Closing is scheduled to occur prior to said notice and curing periods expiring, 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 or fails to timely make an election after Buyer has received Seller's written notice of any actual or alleged inaccuracy or breach of Seller's representations and warranties 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.

10. TIME OF ESSENCE: Time is of the essence in the performance by the parties in respect to this Agreement, subject to the last sentence of this Section. As used in this Agreement, "business day" means any day other than Saturday, Sunday, any day that is a legal holiday in the State of California or New York, or any other day on which banking institutions in California or New York are authorized to close. Any reference in this Agreement to a specific time shall refer to Pacific Standard Time. Should the last day of a time period calculated hereunder fall on a weekend or legal holiday, the period shall be deemed to end on the next business day thereafter.

11. NOTICES: 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 (i) through the United States mail duly registered or certified with postage prepaid or by first class mail postage prepaid, shall be deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail, (ii) by a nationally recognized overnight courier, which shall be deemed delivered one (1) business day after deposit with such courier, or (iii) by electronic mail, which shall be deemed given upon sending. The below addresses and e-mail addresses may be changed by written notice to the other party; provided that no notice of a change of address or e-mail address shall be effective until actual receipt of such notice.

IF TO SELLER:

DWF IV CENTURY PLAZA, LLC

c/o DivcoWest Real Estate Services, LLC
301 Howard Street, Suite 2100
San Francisco, California 94105
Attn: Megan Sherman; Jason Myers
E-mail: MSherman@divcowest.com;
JMyers@divcore.com

AND: DWF IV CENTURY PLAZA, LLC
c/o DivcoWest Real Estate Services, LLC
Attn: Michael Pelletier, Managing Director
301 Howard Street, Suite 2100
San Francisco, CA 94105
E-Mail: MPelletier@divcowest.com

WITH A COPY TO: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, California 90071
Attn: Jesse Shapiro
E-Mail: jshapiro@gibsondunn.com

IF TO BUYER: Real Property Services Division
County Executive's Office
County of San Mateo
Attn: Caroline Shaker
555 County Center, 4th Floor
Redwood City, CA 94063
cshaker@smcgov.org
(650) 363-4047

ESCROW HOLDER: Old Republic Title Company
Attn: Angie Civjan
167 South San Antonio Road, Suite 5
Los Altos, CA 94022
ACivjan@ortc.com
(650) 941-5700

12. **SUCCESSORS:** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.

13. **ASSIGNMENT PROHIBITION:** 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 in Seller's sole discretion. Any sale, assignment, or other transfer in violation of this Section 13 shall be null and void.

14. **WAIVERS:** 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.

15. **CONSTRUCTION:** 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.

16. **FURTHER ASSURANCES:** 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; provided, however, that the foregoing shall not increase the obligations or decrease the rights of either party provided for in this Agreement or any of the documents delivered by either party at the Closing or in connection with this Agreement, in each case, other than in *de minimis* respects.

17. **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.

18. **INTEGRATION:** 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.

19. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

20. **AMENDMENT:** This Agreement may not be amended or altered except by a written instrument executed by Buyer and Seller.

21. **PARTIAL INVALIDITY:** 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.

22. **EXHIBITS:** All attached exhibits are incorporated in this Agreement by reference.

23. **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.

24. **GOVERNING LAW:** The validity, meaning, and effect of this Agreement shall

be determined in accordance with California laws.

25. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures; 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 Buyer.

26. COUNTERPARTS: This Agreement may be executed in two (2) or more fully or partially executed counterparts, including by .pdf, DocuSign, or other electronic format, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

27. ATTORNEYS FEES: If there is any legal action or proceeding between Seller and Buyer arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and expenses, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and expenses shall be included in and as a part of such judgment.

28. NO JOINT VENTURE: Nothing set forth in this Agreement shall be construed to create a joint venture between Buyer and Seller.

29. NOT AN OFFER: The preparation or distribution of drafts hereof by one party to the other shall not be deemed to constitute an offer and this Agreement shall only become binding and enforceable upon execution hereof by both parties.

30. CONFIDENTIAL INFORMATION: The parties acknowledge that the transaction described herein and this Agreement (and the terms hereof) will be publicly disclosed in connection with the approval of sale and ratification of this Agreement by the County Board of Supervisors. To the extent any party hereto is in receipt of confidential information relating to the Property (including any tenant) and/or the other party hereunder in connection with such transactions, such party shall use commercially reasonable efforts to keep such information confidential but in all events may disclose such confidential information (a) to such party's agents, employees, attorneys, owners, members, partners, accountants, lenders or investors on an as needed basis or (b) as required by law, rule, regulation or policy (including any "FOIA" or similar law that is applicable to Buyer). Any third party press releases (which expressly excludes any disclosures made in connection with the approval of sale and ratification of this Agreement by the County Board of Supervisors) issued by a party in connection with, or in anticipation of, the consummation of the transactions contemplated herein shall be subject to the mutual agreement of the parties hereto. In the event of the termination of this Agreement for any reason whatsoever, Buyer shall (i) return to Seller, all documents, work papers, engineering and environmental studies and reports and all other materials obtained from Seller in connection with the transactions contemplated hereby and (ii) destroy copies of any other confidential information in connection with the transactions contemplated hereby, and each party shall use its best efforts, including

instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, except as required by law. The provisions of this Section shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement without limitation.

31. SELLER DEFAULT: Subject to Seller's Cure Period, if the sale of the Property is not consummated solely due to Seller's default hereunder, Buyer shall be entitled, as its sole and exclusive remedy, to elect (a) to terminate this Agreement or (b) to enforce specific performance of the sale of the Property pursuant to this Agreement. Buyer expressly waives its rights to seek any damages in the event of Seller's default prior to Closing hereunder. Buyer shall be deemed to have elected the remedy in clause (a) above if Buyer fails to file suit for specific performance against Seller, on or before thirty (30) days following the date upon which Closing was to have occurred.

32. BUYER DEFAULT: If the sale of the Property is not consummated due to any default by Buyer hereunder that is not cured within five (5) business days after receipt of written notice from Seller, Seller shall be entitled to terminate this Agreement. The foregoing is not intended to limit Buyer's surviving obligations under this Agreement.

33. LIMITED LIABILITY: Notwithstanding anything to the contrary contained herein, no constituent partner, shareholder or member in or agent of Seller or Buyer, nor any advisor, trustee, director, officer, member, partner, employee, beneficiary, shareholder, participant, representative or agent of any entity that is or becomes a constituent partner, shareholder or member in Seller or Buyer or an agent of Seller or Buyer (including, without limitation, Seller's property management company) shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and Seller, as applicable, and their respective successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's or Buyer's assets, as applicable, for the payment of any claim or for any performance, and Seller and Buyer, each on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. This Section shall survive the Closing without limitation.

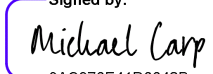
34. PROHIBITION AGAINST RECORDING: Buyer hereby knowingly and unconditionally waives the right to file a lis pendens in any legal action that may arise out of this Agreement. Neither this Agreement, nor any notice, memorandum or affidavit describing, referring to or identifying this Agreement, in any manner, will be recorded against the property.

[Signatures on Following Page(s)]

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.

SELLER:

DWF IV CENTURY PLAZA, LLC,
a Delaware limited liability company

Signed by:

By: _____
Name: Michael Carp
Title: Authorized Signatory

Date: May 29, 2026

DocuSigned by:

By: _____
Name: Sam Hamilton
Title: Authorized Signatory

Date: May 29, 2026

BUYER:

County of San Mateo,
a political subdivision of the State of California

By: _____

Name: Noelia Corzo

Title: President, County Board of Supervisors

Date: _____

Resolution No: _____

ATTEST:

By: _____

Clerk of Said Board

ESCROW HOLDER:

The Escrow Holder is executing this Agreement to evidence its agreement to act as escrow holder and provide its services in accordance with the terms and conditions of this Agreement.

Old Republic Title Company

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of Foster City, County of San Mateo, State of California, described as follows:

PARCEL I:

Parcel "A" as shown on that certain Parcel Map entitled "PARCEL MAP, BEING A RESUBDIVISION OF A PORTION OF THE LANDS OF CENTEX WEST INC., RECORDED IN BOOK 5846 OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 497, FOSTER CITY, SAN MATEO CO., CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California on September 28, 1971 in Volume 14 of Parcel Maps at pages 4 and 5.

EXCEPTING THEREFROM that portion thereof described in the Deed to Foster City, a municipal corporation, recorded June 22, 1989, Series No. 89081454.

PARCEL II:

A non-exclusive easement for ingress and egress and driveway purposes within so much of the lands conveyed to Laurel Properties No. 2, a general partnership, by Deed recorded February 11, 1977 in Book 7381 of Official Records at Page 156 (File No. 81244-AK), Records of San Mateo County, California, as lies within Parcel 1, as said Parcel 1 is shown on Exhibit A of the Mutual Grant of Easement recorded December 16, 1980 in Reel 8015 of Official Records at Image 1469 (File No. 24361-AR), Records of San Mateo County, California.

APN: 094-524-180

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 _____, 2026, from DWF IV CENTURY PLAZA, 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 _____, 2026, pursuant to authority conferred by Resolution No. _____ of the Board of Supervisors of the County of San Mateo adopted on _____, 2026, and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal.

this _____ day of _____, 2026

COUNTY OF SAN MATEO

By: _____
Michael P. Callagy
County Executive Officer

EXHIBIT C

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES, dated _____, 2026, is made by and between DWF IV CENTURY PLAZA, LLC, a Delaware limited liability company (“**Assignor**”), and the County of San Mateo, a political subdivision of the State of California (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into that certain Real Estate Purchase and Sale Agreement and Escrow Instructions (“**Agreement**”) dated _____, 2026 for the purchase and sale of that certain “**Property**” (as more particularly described in the Agreement); and

WHEREAS, Assignor desires to quitclaim unto Assignee all of Assignor’s right, title and interest, if any, in and to the leases of the Property (the “**Leases**”); and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Leases.

NOW, THEREFORE, pursuant to the terms of the Agreement and as an integral part of the transaction contemplated thereby, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby assign to Assignee all of the Assignor’s right, title and interest, if any, in and to the Leases.
2. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE LEASES AND/OR SECURITY DEPOSITS OR ASSIGNOR’S TITLE THERETO, EXCEPT AS SET FORTH IN THE AGREEMENT. ASSIGNEE IS HEREBY THUS ACQUIRING SAME BASED SOLELY UPON ASSIGNEE’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR’S AGENTS OR CONTRACTORS.
3. Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations of Assignor with respect to the Leases for the period on and after the date of this Assignment of Leases.
4. This Assignment of Leases shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment of Leases and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Property is located, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.
5. This Assignment of Leases may be executed in two (2) or more fully or partially executed counterparts, including by .pdf, DocuSign, or other electronic format, each of which will be

deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment of Leases has been signed and delivered by the parties hereto as of the date first above written.

ASSIGNOR:

DWF IV CENTURY PLAZA, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

COUNTY OF SAN MATEO,
a political subdivision of the State of California

By: _____

Name: Michael P. Callagy

Title: County Executive Officer

EXHIBIT D

GRANT DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

AND MAIL TAX STATEMENTS TO:

APN: _____

DOCUMENTARY TRANSFER TAX \$ _____

 Computed on the consideration or value of property conveyed;
OR

 Computed on the consideration or value less liens or encumbrances remaining at time of sale.

The tax has been determined by the undersigned grantor

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DWF IV CENTURY PLAZA, LLC, a Delaware limited liability company (“**Grantor**”), does hereby GRANT to County of San Mateo, a political subdivision of the State of California (“**Grantee**”), all of that certain real property in the City of Foster, County of San Mateo, State of California, as more particularly described in Exhibit “A” attached hereto and made a part hereof, subject to (i) non-delinquent real estate taxes and general and special assessments, (ii) such state of facts as would be disclosed by a physical inspection and/or an accurate survey of such property being conveyed, and (iii) all other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements, in each case, of record for such property being conveyed.

IN WITNESS WHEREOF, the parties have executed this Grant Deed to be effective as of this __ day of _____, 2026.

GRANTOR:

DWF IV CENTURY PLAZA, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT E

ASSIGNMENT OF CONTRACTS

THIS ASSIGNMENT OF CONTRACTS, dated _____, 2026, is made by and between DWF IV CENTURY PLAZA, LLC, a Delaware limited liability company (“**Assignor**”), and the County of San Mateo, a political subdivision of the State of California (“**Assignee**”).

WHEREAS, Assignor and Assignee entered into that certain Real Estate Purchase and Sale Agreement and Escrow Instructions (“**Agreement**”) dated _____, 2026 for the purchase and sale of that certain “**Property**” (as more particularly described in the Agreement); and

WHEREAS, Assignor desires to quitclaim unto Assignee all of Assignor’s right, title and interest, if any, in and to the contracts set forth on **SCHEDULE A** attached hereto (the “**Contracts**”); and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Contracts.

NOW, THEREFORE, pursuant to the terms of the Agreement and as an integral part of the transaction contemplated thereby, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby assign to Assignee all of the Assignor’s right, title and interest, if any, in and to the Contracts.
2. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE CONTRACTS OR ASSIGNOR’S TITLE THERETO, EXCEPT AS SET FORTH IN THE AGREEMENT. ASSIGNEE IS HEREBY THUS ACQUIRING SAME BASED SOLELY UPON ASSIGNEE’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR’S AGENTS OR CONTRACTORS.
3. Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations of Assignor with respect to the Contracts for the period on and after the date of this Assignment of Contracts.
4. This Assignment of Contracts shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment of Contracts and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the jurisdiction in which the Property is located, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.
5. This Assignment of Contracts may be executed in two (2) or more fully or partially executed counterparts, including by .pdf, DocuSign, or other electronic format, each of which will

be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment of Contracts has been signed and delivered by the parties hereto as of the date first above written.

ASSIGNOR:

DWF IV CENTURY PLAZA, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

COUNTY OF SAN MATEO,
a political subdivision of the State of California

By: _____

Name: Michael P. Callagy

Title: County Executive Officer

SCHEDULE A TO EXHIBIT E

CONTRACTS