

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 _____, 2025 (the “Effective Date”), by and between Eastmoor Multifamily, L.P., a California limited partnership (“Seller”), and the County of San Mateo, a political subdivision of the State of California (“Buyer” or “County”).

A. Seller owns that certain real property further defined herein as the Property.

B. In connection with the development by Seller of an affordable housing project on the Property (the “Affordable Housing Project”), Seller desires to sell Buyer the Property, and Buyer desires to ground lease the Property back to Seller, subject to the terms and conditions of this Agreement.

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 the following described property in accordance with the terms and conditions of this Agreement:
 - a) The real property described as 493 Eastmoor Avenue, Daly City, Assessor’s Parcel Number:008-082-200, all as more particularly described on EXHIBIT A, attached hereto and incorporated herein by this reference, together with such permits and entitlements thereto (the “Property”); provided that concurrently with the Grant Deed transferring title to the Property, Seller and Buyer shall have executed and delivered a ground lease (the “Ground Lease”) of the Property substantially in the same form attached as EXHIBIT B and effective at Closing, obligating Seller to construct, own a fee interest in and operate as income-restricted affordable housing the improvements thereon as the Affordable Housing Project.
 - b) All of Seller’s right, title and interest in and to (i) the fixtures, equipment, and improvements, if any, existing on the Property as of the Effective Date and not owned by tenants, and used exclusively in the operation of the Property, (ii) all plans and specifications, architectural drawings, plans and related work, all environmental, geologic, engineering reports, all other work product related to the Property and the development of the Affordable Housing Project (collectively, the “Seller Work Product”) shall remain the sole and exclusive property of the Seller subject to the Ground Lease.

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 paid by the Buyer for the Property shall be Four Million Four Hundred Forty Thousand Dollars and zero cents (\$4,440,000.00).
 - b) The purchase price paid by the Buyer shall be applied by Seller in its entirety to payment of principal under that certain Predevelopment Loan Agreement and Note between the County of San Mateo and Eastmoor Multifamily, LLP, 79000-23-R078476A, dated November 29, 2022, as amended (the "Loan Agreement"). The purchase price may be satisfied by Buyer through application of a credit at Closing in the amount of the purchase price; a credit for Seller's payment of said principal under the Loan Agreement in that amount will be evidenced by the execution and delivery at Closing of an amended and restated Loan Agreement showing the restated loan principal amount.
 - i. At Closing, Seller shall transfer the Property subject to the following existing indebtedness and encumbrances set forth below ("Existing Debt") to Buyer and Buyer shall assume such Existing Debt. Upon execution of the Ground Lease, Buyer shall assign, and Seller shall assume, the Existing Debt, and any encumbrances on County's fee title interest in the Property shall be released concurrent with encumbrances representing the Existing Debt being recorded against Seller's leasehold interest in the Property. The Existing Debt as of the Effective Date that is being assigned to, and assumed by, Buyer is set forth below:

<u>AHF Round</u>	<u>Amount of Loan Agreement 79000-23-R078476A & HHC Loan</u>	<u>Source</u>	<u>Amount Already Disbursed to Seller</u>	<u>Amount Paid From Purchase Price</u>	<u>Included in Restated Loan Principal</u>
<u>7.0</u>	<u>\$250,000</u>	<u>Measure K</u>	<u>\$250,000</u>	<u>\$250,000</u>	<u>0</u>
<u>8.0</u>	<u>\$532,000</u>	<u>Measure K</u>	<u>\$532,000</u>	<u>\$532,000</u>	<u>0</u>
<u>9.0</u>	<u>\$4,517,622</u>	<u>Measure K</u>	<u>\$4,517,622</u>	<u>\$3,658,000</u>	<u>\$859,622</u>
<u>HHC</u>	<u>\$3,008,436</u>	<u>County HHC</u>	<u>\$3,008,436</u>	<u>\$0</u>	<u>\$3,008,436</u>
<u>Total</u>	<u>\$8,308,058</u>		<u>\$8,308,058</u>	<u>\$4,440,000</u>	<u>\$3,868,058</u>

- c) Upon Seller's Execution of Agreement, County shall publish the Notice of Intent to

- Purchase and obtain County Board of Supervisor's 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.
- d) By May 19, 2026, or such other later date as the parties may agree in writing, Buyer shall complete its investigation of the Property and shall satisfy all conditions described herein (the "Due Diligence Period").
- e) During the Due Diligence Period, Buyer may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:
- i. 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; 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. 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. 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 of this Agreement and the Ground Lease attached as Exhibit C; or
 - vi. Buyer's inability to timely complete any of the studies or actions set forth above.
- f) 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 this condition. 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.
- g) At least 10 (ten) days before Closing, Seller will deliver to the Escrow Holder the Grant Deed which has been duly executed and acknowledged by Seller.

- h) At least 10 (ten) days before Closing, Seller will deliver to the Escrow Holder a counterpart of the Ground Lease duly executed by Seller, and a counterpart of the memorandum thereof (“Memorandum of Ground Lease”) duly executed by Seller, with signature(s) notarized for recording in the Official Records of San Mateo County at Closing.
- i) At least 10 (ten) days before Closing, Seller will deliver to the Escrow Holder a counterpart of the amended and restated Loan Agreement and associated Promissory Note, Deed of Trust and Regulatory Agreement described in paragraph 2(b) above, duly executed by Seller, with signature(s) notarized for recording of the Deed of Trust and Regulatory Agreement in the Official Records of San Mateo County on the Seller’s leasehold interest in the Property at Closing.
- j) Prior to Closing, in sufficient time prior thereto to allow Closing to occur on the Closing Date, Buyer shall cause to be delivered to the Escrow Holder, a counterpart of the Ground Lease duly executed by Buyer, and a counterpart of the Memorandum of Ground Lease duly executed by Buyer, with signature(s) notarized for recording in the Official Records of San Mateo County at Closing.
- k) Prior to Closing, in sufficient time prior thereto to allow Closing to occur on the Closing Date, Buyer shall cause to be delivered to the Escrow Holder, a counterpart of the amended and restated Loan Agreement, duly executed by Buyer.
- l) 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.
- m) 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. 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.

2.1 CLOSING CONDITIONS: The County’s obligation to purchase the Property and close escrow is expressly conditioned upon the satisfaction (or County’s written waiver) of each of the following conditions as determined in the County’s reasonable discretion (collectively, the “Closing Conditions”):

- (a) Review and approval of the following conditions necessary for the start of construction of the Affordable Housing Project not later than May 19, 2026: (i) award of reservation of low-income housing tax credits and tax exempt bond volume cap by the California Tax

Credit Allocation Committee (CTCAC) and the California Debt Limit Allocation Committee (CDLAC), respectively, for Seller; (ii) issuance of building permits; (iii) satisfaction of conditions for closing on a Moving to Work loan from the Housing Authority of the County of San Mateo in the amount of Eight Million Six Hundred Forty-Eight Thousand Forty-Six Dollars and zero cents (\$8,648,046.00); (iv) satisfaction of conditions for closing on an Infrastructure and Infill Grant from the California Department of Housing and Community Development in the amount of Three Million Dollars and Zero Cents (\$3,000,000.00); and (v) satisfaction of conditions for closing on loans from the City of Daly City in the total amount of Seven Million Seven Hundred Sixteen Thousand Six Hundred Eighty-One Dollars and Zero Cents (\$7,716,681.00); and

(b) Review and approval by the California Department of Housing and Community Development of amendments to existing Housing for Healthy California (HHC) loan documents to change the security for the repayment of the loan from a fee interest in the land and improvements to a leasehold interest in the land and a fee interest in the improvements.

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 or before May 19, 2026 or the deadline for close of construction financing for the Affordable Housing Project established by CTCAC or CDLAC, whichever is earlier, (the “Closing Date”), or such other date as the parties hereto shall mutually agree in writing. The “Closing” is defined as the satisfaction of all conditions herein stated including the Closing Conditions, except those conditions that may be, and in fact are waived by an express written waiver duly executed by the waiving party; 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.

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) Seller 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 shall pay the Seller's and Buyer's Escrow Holder's fees at the close of escrow.
- e) Seller shall pay all general and special real property taxes and special assessments through date of Closing.

Escrow Holder shall be obligated as follows:

- f) To provide current preliminary title reports covering the Property, at Buyer's expense if any.
- g) To record concurrently with Closing, the Grant Deed and the Certificate of Acceptance to be recorded concurrently, vesting title to the Property in Buyer.
- h) To record concurrently with Closing, the fully executed and notarized Memorandum of Ground Lease described in Exhibit C.
- i) To record concurrently with Closing, the fully executed and notarized amended and restated Deed of Trust and Regulatory Agreement on the Seller's leasehold interest under the Ground Lease.
- j) 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.
- k) 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.

4. COMMISSION: County shall not be responsible for the payment of any real estate commissions or fees resulting from this transaction. County represents and warrants that it has had no dealings with any broker or agent in connection with this transaction or the Property and shall not be responsible for the payment of any real estate commissions or fees resulting from this transaction. Seller shall be solely responsible for any fees due Seller's Broker. 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. 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.

5. GOOD FAITH DISCLOSURE BY SELLER: Seller shall make a good faith disclosure to Buyer of any and all material facts, findings, or information on the Property 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 facts or information known by Seller concerning the condition of the Property shall be delivered in writing to Buyer within ten (10) days of Seller's Execution.

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 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, terminate this Agreement. Within fifteen (15) business days of actual receipt of said disclosure information, 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. Failure to so correct shall be grounds for termination of this Agreement.

Seller shall provide Buyer, within ten (10) days of Seller's Execution, copies of all architect and engineering drawings, diagrams, and specifications for the planned construction relating to the Affordable Housing Project in Seller's possession or control (the "Diligence Documents"). Notwithstanding anything to the contrary herein, Seller shall not be required to provide, copy or make available to Buyer (and the Diligence Documents do not include) any internal memoranda, appraisals and valuation reports and similar information or information covered by the attorney-client privilege. Buyer acknowledges that the materials relating to the Property to be furnished by Seller to Buyer contain confidential and proprietary information. No representation or warranty in respect of any documents, reports, studies, information or other materials (including the accuracy or completeness thereof) are or shall be deemed to be made or provided by Seller relating thereto or to the Property or otherwise, and Buyer hereby acknowledges that no representations or warranties, either express or implied, were made by Seller with respect to any of the foregoing. To the extent any person or entity other than Seller, including any surveyors, appraisers, title agents, tenants, escrow agent, attorneys, engineering consultants or environmental consultants, made any representations or warranties or any other statements (verbal or written) to Buyer, or provided any documents, reports, studies, information or other materials, Buyer acknowledges it shall have no claim or right of action against Seller arising therefrom, nor any right to rescind or revoke this Agreement on account thereof. Nothing in this paragraph shall prevent Buyer from introducing into evidence in any action or proceeding any documents, reports, studies, information or other materials relating to Seller's duty of disclosure.

6. INSPECTION BY BUYER: Buyer, upon not less than one (1) business day notice to the Seller, shall have the right of entry onto the Property 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.
- 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, and with no substantial disturbance of or interference with the businesses being conducted on the Property. 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.

Buyer shall give Seller written notice 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. All testing on the Property shall keep the Property free and clear of claims, charges and/or liens for labor and materials, and Buyer shall defend, indemnify and save harmless Seller, its agents and employees from and against any and all claims, demands, damages, costs, losses, 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 foregoing indemnification covenant shall survive the Closing and any termination of this Agreement.

Should Buyer decide, for whatever reason, to terminate this Agreement prior to Closing, at Seller's request, 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. **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. Failure to correct shall be grounds for termination of this Agreement by Buyer.

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. REPRESENTATIONS AND WARRANTIES OF SELLER: 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, 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.

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 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. 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 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.

As of Closing, Buyer shall have had the opportunity to conduct testing and inspections to confirm independently all information that Buyer considers material to its purchase of the Property or the transaction contemplated by this agreement.

After Closing, as between Buyer and Seller, the risk of liability or expense for environmental liabilities, even if arising from events before closing, shall be governed by the provisions of the Ground Lease attached as Exhibit C.

Notwithstanding anything to the contrary herein, Buyer is not waiving any rights that are not waivable under applicable California law.

As used herein "**Environmental Law**" means any international, federal, state, local or foreign statute, law, ordinance, regulation, rule, code, order, consent decree or judgment, in each case in existence as of the Closing Date, relating to or regulating human health or safety, or industrial hygiene or environmental conditions or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990 and any state laws implementing the foregoing federal laws. As used herein "**Environmental Liability**" means any claim, demand, order, suit, obligation, liability, cost (including, the cost of any investigation, testing, compliance or remedial action), consequential damages, loss or expense (including attorneys' and consultants' fees and expenses) arising out of, relating to or resulting from any Environmental Law or environmental, health or safety matter or condition, including natural resources, and related in any way to the Property or to this Agreement or its subject matter, in each case, whether arising or incurred before, on or after the Closing Date. As used herein "**Hazardous Materials**" means (i) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls, (ii) any chemical, material or substance defined or regulated as toxic or hazardous or as a pollutant, contaminant or waste under any Environmental Law or any Mold or Mold Condition. As used herein "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including continuing migration, of Hazardous Materials into or through soil, surface water or groundwater.

As used herein "**Mold**" means mold, mildew, fungus or other potentially dangerous organisms. As used herein "**Mold Condition**" means the presence of Mold or any condition(s) that reasonably can be expected to indicate the presence of Mold, including observed discoloration of walls, ceilings or floors, complaints received within the last six (6) months of respiratory ailment or eye irritation by tenants, employees or any other occupants or invitees in the Property or any notice from a governmental agency of complaints regarding the indoor air quality at the Property.

This paragraph 9 shall survive the close of escrow.

10. TIME OF ESSENCE: Time is of the essence in the performance by the parties in respect to this Agreement.

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 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:
Eastmoor Multifamily, L.P.
c/o Core Affordable Housing
470 South Market Street
San Jose, CA 95113

Affordable Housing CDC, Inc.
27762 Antonio Parkway, L1-624
Ladera Ranch, CA 92694

IF TO BUYER:

Real Property Division
County of San Mateo
555 County Center, 4th Floor
Redwood City, CA 94063
650-363-4047
cshaker@smcgov.org

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. In addition, the Director of the County's Department of Housing is authorized but not obligated to modify the provisions of this Agreement in a commercially reasonable manner necessary for Seller to obtain financing for the project to be developed on the Property from any commercial lender or any investor providing capital to Seller in return for an allocation of low-income housing tax credits.

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.

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 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 Buyer.

26. 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.

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.

BUYER:

COUNTY OF SAN MATEO

A political subdivision of the State of
California

By: _____

Name: _____

Title: President, County Board of Supervisors

Date: _____

SELLER:

EASTMOOR MULTIFAMILY, L.P.,
a California limited partnership

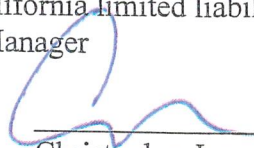
By: AHCDC Daly LLC,
a California limited liability company
its Managing General Partner

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation
its Manager

By: _____
Joseph A. Stalzer, Executive Director

By: Core Eastmoor, LLC,
a California limited liability company,
its Co-General Partner

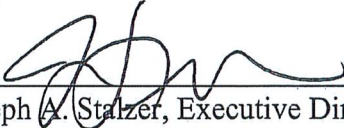
By: Core Affordable Housing, LLC,
a California limited liability company,
its Manager

By:  _____
Christopher James Neale, Manager

EASTMOOR MULTIFAMILY, L.P.,
a California limited partnership

By: AHCDC Daly LLC,
a California limited liability company
its Managing General Partner

By: Affordable Housing CDC, Inc.,
a California nonprofit public benefit corporation
its Manager

By: 
Joseph A. Stalzer, Executive Director

By: Core Eastmoor, LLC,
a California limited liability company,
its Co-General Partner

By: Core Affordable Housing, LLC,
a California limited liability company,
its Manager

By: _____
Christopher James Neale, Manager

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DALY CITY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A portion of Lot 9 as shown on that certain map entitled "Map of the Pierce Van Winkle and Patten Tracts", filed in the Office of the County Recorder of San Mateo County, State of California on December 19, 1883, in Book B of Maps at Page 3, and a copy entered in [Book 1 of Maps at Page 20](#), and more particularly described as follows:

Beginning at a point which bears North 89° 36' 20" East, 329.91 feet South 0° 23' 40" East, 60.09 feet from the Northwest corner of Lot 12, as said Lot is shown on the Map hereinabove referred to, said point of beginning also being the Southwesterly corner of lands conveyed from Eastmoor Corporation to Pedemonte Properties Inc., by Deed recorded June 1, 1964, in [Book 4722 of Official Records at Page 422](#) (File No. 27590-X), records of San Mateo County, California; thence along the Southerly boundary of said lands South 85° 28' 45" East, 150.63 feet and North 56° 54' 59" East, 17.73 to the Northwest corner of that certain parcel of land granted by Shell Oil Company, a Delaware corporation, to the City of Daly City by Deed recorded May 26, 1982, as [Series No. 82044197, Official Records](#) of San Mateo County; thence South 00° 23' 40" East, 76.33 feet to a point on an arc, described in Director's Quitclaim Deed by the State of California to the Eastmoor Corporation recorded April 7, 1964, in [Volume 4682 of Official Records of San Mateo County at Page 643](#) (7574-X); thence on the arc of a curve to the right, from a tangent which bears South 29° 56' 43" West, with a radius of 73.006 feet and a central angle of 65° 28' 54", an arc distance of 83.44 feet to a point of compound curvature; thence along the arc of a curve to the right, the tangent of which bears North 84° 34' 23" West, with a radius of 390.03 feet and a central angle of 05° 03' 28", an arc distance of 34.43 feet to a point of reverse curvature; thence along a curve to the West, concave Southerly, the tangent of which bears North 79° 30' 55" West, with a radius of 1,535.00 feet and a central angle of 02° 17' 32", an arc distance of 61.41 feet to Southeasterly corner of that certain parcel of land granted by the Eastmoor Corporation to Fiori Paolinelli, aka Fiori Pinelli, and Margaret Paolinelli in the Deed recorded November 29, 1963, in [Volume 4600 of Official Records of San Mateo County at Page 491](#); thence on and along the Westerly line of the herein described Parcel, North 00° 23' 40" West, a distance of 100.03 feet to the point of beginning.

EXCEPTING THEREFROM the interest thereof conveyed to the City of Daly City, a municipal corporation, by Deed recorded July 3, 1989, [Series No. 89086843](#).

ALSO EXCEPTING THEREFROM all right title and interest in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), as reserved in the Deed recorded July 15, 1998, as [Series No. 98-111727, Official Records](#).

PARCEL TWO:

An easement over and across the following described parcel of land, more particularly described as follows:

A portion of Lot 12, as said Lot is delineated and described upon that certain Map entitled, "Map of the Pierce Van Winkle and Patten Tracts", which Map was filed in the office of the Recorder of the County of San Mateo, State of California on December 19, 1883, in Book B of Maps Page 3, a copy entered in [Book 1 of Maps at Page 20](#), and more particularly described as follows:

EXHIBIT A
(Continued)

Beginning at a point which bears, North 89 degrees 36' 20" East, 310.48 feet and South 0 degrees 23' 40" East, 58.47 feet from the Northwest corner of Lot 12, as said Lot is shown on the Map hereinabove referred to; running thence from said point of beginning, South 85 degrees 28' 45" East, 19.50 feet; South 0 degrees 23' 40" East, 100.03 feet to a point in the Northerly line of Eastmoor Avenue; thence along said Northerly line, Westerly on the arc of a curve to the left from a tangent bearing, North 81 degrees 48' 27" West, with a radius of 1,535 feet, subtending a central angle of 1 degrees 41' 18" an arc distance of 45.23 feet; thence leaving said line, North 48 degrees 02' 18" East, 33.92 feet and North 0 degrees 23' 40" West, 73.10 feet to the point of beginning.

JPN: 008-008-082-14A

APN: 008-082-200

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 _____, 2025, from Eastmoor L.P., a California limited partnership, 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 _____, 2025, pursuant to authority conferred by resolution number _____ of the Board of Supervisors of the County of San Mateo adopted on _____, 2025, and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal.

this _____ day of _____, 2025

COUNTY OF SAN MATEO

By: _____
Raymond Hodges
Director, San Mateo County Department of Housing

EXHIBIT C
FORM OF GROUND LEASE