

**PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

BETWEEN

**NGCRE INVESTMENT V, LLC**

**AS SELLER**

AND

**COUNTY OF SONOMA**



**AS BUYER**

FOR

**APN 059-360-008 and APN 059-360-007, commonly known as  
3850 Brickway Boulevard, Santa Rosa, CA and  
3880 Brickway Boulevard, Santa Rosa, CA**

Date: \_\_\_\_\_, 2025

**PURCHASE AND SALE AGREEMENT AND**  
**JOINT ESCROW INSTRUCTIONS**  
(First American Title File No.NCS-1237616-SC)

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") dated as of \_\_\_\_\_, 2025 ("Effective Date"), is made by and between **NGCRE INVESTMENT V, LLC**, a Delaware limited liability company ("Seller") and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

**AGREEMENT**

1. **Property Included in Sale.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, subject to the terms and conditions set forth herein, the following:

(a) That certain real property consisting of: (i) **3850 Brickway Boulevard, Santa Rosa, California**, containing approximately 4.05 acres, improved with a two-story, concrete tilt-up commercial building with an area of approximately 63,720 square feet, and identified as Assessor's Parcel No. 059-360-008; and (ii) **3880 Brickway Boulevard, Santa Rosa, California**, containing approximately 3.71 acres, improved with a two-story, concrete tilt-up commercial building with an area of approximately 62,865 square feet, and identified as Assessor's Parcel No. 059-360-007; all as further described in **Exhibit A**, attached hereto (the "Real Property").

(b) All rights, privileges and easements appurtenant to the Real Property, including, without limitation, all right, title and interest in and to minerals, oil, gas and other hydrocarbon substances on and under the Real Property, as well as all development rights, water and sewer connection rights, air rights, water, water rights and water stock relating to the Real Property and any other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Real Property (all of which are collectively referred to as the "Appurtenances").

(c) All improvements and fixtures located on the Real Property, including, without limitation, any and all other buildings and structures presently located on the Real Property, and all right, title and interest in and to all underground utilities, pipelines or improvements that benefit the Real Property, all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property, such as heating and air conditioning systems and facilities used to provide any utility services, refrigeration, ventilation, garbage disposal, recreation or other services on the Real Property together with parking lot areas (all of which are collectively referred to as the "Improvements");

(d) All personal property, if any, owned by Seller that is located on, in or used in connection with the Real Property and Improvements (the "Personal Property"); and

(e) To the extent assignable at no cost to Seller, all of the interest of Seller in any intangible personal property owned by Seller and used in the ownership, use and operation of the Real Property, Improvements and Personal Property, including, without limitation, to the extent that the same are approved by Buyer pursuant to the provisions of this Agreement, any service contracts and maintenance agreements (collectively, the "Contracts") relating to the ownership, use and operation of the Property, as defined below (all of which are collectively referred to as the "Intangible Property").

All of the items referred to in Sections 1(a)-(e) inclusive above are hereinafter collectively referred to as the "Property".

2. **Purchase Price.** The purchase price for the Property is Thirty-Two Million and 00/100 Dollars (**\$32,000,000.00**) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Upon execution of this Agreement by both Buyer and Seller, escrow shall be opened within three (3) days with: **Carol M. Herrera**, Senior Commercial Escrow Officer, First American Title Insurance Company, National Commercial Services, 333 W. Santa Clara Street, Suite 220, San Jose, CA 95113, Telephone: (408) 451-7829; E Fax: (714) 481-9893; Email: [CMHerrera@firstam.com](mailto:CMHerrera@firstam.com) (the "**Escrow Holder**"). Within seven (7) business days after opening of escrow, Buyer shall deposit into escrow the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (the "**Initial Deposit**"). All sums constituting the Initial Deposit shall be held in an interest-bearing account and interest accruing thereon shall be held for the account of Buyer. If Buyer elects to proceed with the purchase, within seven (7) business days after the expiration of the Determination Period and after the date of the Board of Supervisors Approval (as defined in Section 5(a)(viii)), Buyer shall deposit into escrow an additional amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) (the "**Additional Deposit**"). Except as expressly stated in this Agreement, the Initial Deposit and the Additional Deposit (collectively, the "Deposit") shall become non-refundable to Buyer as of the later of the expiration of the Determination Period and the issuance of the Board of Supervisors Approval. Notwithstanding any other provision of this Agreement, the Deposit and interest accrued, less escrow and title fees charged by Escrow Holder, shall be refunded and returned to Buyer in the event of the Board of Supervisors disapproval of acquisition and financing of the Property under this Agreement. Said Deposit amount plus interest accrued thereon shall be fully refundable to Buyer if the Closing does not occur as the result of any default by Seller hereunder as provided in Section 15. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Purchase Price at Closing. In the event the sale of the Property is not consummated because of the failure of any condition precedent set forth in Section 5, except as expressly provided in Section 5, the Deposit plus interest accrued thereon shall immediately be returned to Buyer. In the event Buyer fails to timely deposit the Initial Deposit or the Additional Deposit with the Escrow Holder as provided above, then Seller may, at its option, terminate this Agreement at any time prior to delivery of such respective amount to the Escrow Holder, in which event any portion of the Deposit (as hereinafter defined) previously deposited shall be returned to Buyer and neither Seller nor Buyer shall have any further rights, duties or obligations hereunder except for provisions of this Agreement which expressly survive the termination of this Agreement.

(b) One Hundred Dollars (\$100) (the "Independent Consideration") of the Initial Deposit will be non-refundable and will be distributed to Seller upon any termination of this Agreement as full payment and independent consideration for Seller's execution of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, whenever this Agreement states that the Deposit is to be returned to Buyer, this shall mean that the Deposit, less the Independent Consideration, shall be returned to Buyer.

(c) At least (1) business day prior to the Closing Date, Buyer shall deliver the balance of the Purchase Price and all other amounts required from the Buyer for the Closing to Escrow Holder in Current Funds. As used in this Agreement, the term "**Current Funds**" shall mean wire transfers, certified funds or a cashier's check in a form acceptable to the Escrow Holder that would permit the Escrow Holder to immediately disburse such funds. The balance of the Purchase Price as of the Closing Date after first applying all credits due Buyer, shall be paid to Seller in cash at the closing of the sale contemplated hereunder (the "Closing"). Said cash sum shall be reduced by any credits due Buyer as expressly stated in this Agreement.

(d) Seller discloses that it intends to undertake a defeasance process as to existing debt collateralized by the Property. Any and all defeasance processes and outcomes shall be Seller's sole responsibility and at Seller's sole expense, at no risk to Buyer. Buyer shall reasonably cooperate with Seller

in such efforts, provided, however, that Buyer shall not be required to assume any liability or incur any expense with respect to any existing loans or financing on the Property.

(e) The provisions of this Section 2 shall constitute joint binding escrow instructions of the Parties to the Escrow Holder.

### 3. **Transfer of Interests in the Property**

(a) At the Closing, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged grant deed substantially in the form of **Exhibit H** attached hereto (the "**Grant Deed**"). As a condition to closing, First American Title Insurance Company (the "**Title Company**"), shall be irrevocably committed to issue, effective as of Closing, a CLTA Owner's Policy of Title Insurance or, if Buyer furnishes an updated ALTA survey that is satisfactory to the Title Company, an ALTA Extended Owner's Policy of Title Insurance, in the full amount of the Purchase Price, insuring fee simple and marketable title to the Real Property and the Improvements, in Buyer, subject only to such exceptions as Buyer may waive or approve, or is deemed to have approved as provided in Section 4(f), which shall provide full coverage against mechanics' or materialmen's liens arising out of the construction, repair or alteration of the Property and all portions or improvements thereon or thereof (the "**Title Policy**"). If Buyer desires any title endorsements or other additions to the Title Policy, or any lender's title insurance, Buyer shall be responsible for the cost of any such title coverages, endorsements, other assurances or survey desired by Buyer. The willingness of the Title Company to issue any such additional customary coverages or endorsements typical to this type of transaction is not a condition of Closing.

(b) At the Closing, Seller shall transfer title to the Personal Property by a Bill of Sale in the form attached hereto as **Exhibit C**.

(c) At the Closing, Seller shall transfer ownership of the Intangible Property by an Assignment of Contracts, Warranties, and Guaranties and other Intangible Property in the form attached hereto as **Exhibit D** (the "**Assignment**").

### 4. **Inspections and Studies**

(a) Determination Period. Buyer shall have ninety (90) days following the Effective Date (the "Determination Period") to conduct such investigations, testing and inspections of the Property as deemed necessary or appropriate by Buyer, including but not limited to investigating the Property, its soils, environmental conditions, feasibility for development, costs of development, marketability, entitlements, existing contracts affecting the Property, easements and encumbrances whether or not of record, governmental requirements, tentative map conditions, the availability of water and other utilities, availability of insurance and loans, availability of contractors, subcontractors and materials for construction, and such other matters as Buyer in its sole discretion may deem appropriate related to the Property.

(b) Due Diligence Materials. Seller shall cooperate with Buyer in Buyer's investigation of the Property in all reasonable respects. No later than seven (7) business days after execution of this Agreement, to the extent not already provided to Buyer, Seller shall provide to Buyer, at no cost to Buyer, copies of all of the documents and items listed in Exhibit I attached hereto, to the extent in Seller's possession or reasonable control (the "**Due Diligence Materials**"). As for such Due Diligence Materials produced or controlled by third parties, Seller makes no representation or warranty as to the accuracy of the statements made in such Due Diligence Materials, and such Due Diligence Materials are delivered to Buyer to assist Buyer in completing its due diligence and may be relied upon to the extent provided herein. Notwithstanding the foregoing, Seller has no actual knowledge of anything false or misleading in any of the property information or any other materials which will be delivered to Buyer prior to Closing. Such Due Diligence Materials are the complete and correct copies or originals of all such materials, including those materials relating to environmental conditions in, on, under or from the Property, contained in Seller's files

and records. Seller shall provide Buyer all additional, related documents and items it may possess, if any, as reasonably requested by Buyer after Buyer's review of the Due Diligence Materials.

Throughout the term of this Agreement, Seller shall provide Buyer with additional information concerning the Property as may be reasonably requested, to the extent such information is in Seller's possession or reasonable control.

Buyer shall at all times hold the Due Diligence Materials in strict confidence, subject to and in accordance with the terms of that certain Confidentiality Agreement dated as of November 15, 2024, between Seller and Buyer (the "Confidentiality Agreement"). For avoidance of doubt, in the event that this Agreement is terminated for any reason other than the default of Seller, Buyer shall comply with the terms of Section 4 (Procedures Upon Termination) of the Confidentiality Agreement. Notwithstanding anything to the contrary contained in the Confidentiality Agreement, from and after the Closing, except as set forth in Section 5(b)(iv) below, the Due Diligence Materials shall no longer be subject to the disclosure restrictions set forth in the Confidentiality Agreement.

(c) Property Disclosure Report. Buyer and Seller acknowledge that, pursuant to California Civil Code Section 1103, Seller is required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1103(c)(1)); (ii) an area of potential flooding (California Government Code Section 8589.5); (iii) a very high fire hazard severity zone (California Government Code Section 51178); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4125); (v) earthquake fault zone (Public Resources Code Section 2622); or (vi) a seismic hazard zone (Public Resources Code Section 2696) (sometimes all of the preceding are herein collectively called the "**Natural Hazard Matters**"). Accordingly, Seller shall provide Buyer with a natural hazard disclosure report (the "**Natural Hazard Disclosure**") prepared by a professional consulting firm (the "**Natural Hazard Expert**") relating to the Property, and all other applicable, completed property disclosure forms legally required of Seller under state or local law, no later than ten (10) business days after the Effective Date. Buyer agrees to provide Seller with a written acknowledgment of its receipt of the Natural Hazard Disclosure.

(d) Buyer's Inspections and Reports.

(i) Buyer and its employees, agents, consultants and independent contractors ("Buyer's Representatives") shall have physical access to the Property during Seller's business hours and may, from time to time prior to Close of Escrow, enter upon the Property to inspect, survey and test the conditions present on the Property and/or for purposes of designing Buyer's planned improvements (if any). Notwithstanding the foregoing, Buyer may not conduct soil borings or other invasive testing without the Seller's consent, which consent may be granted or withheld in Seller's sole discretion. Buyer shall fully protect, defend, hold harmless and indemnify Seller and Seller's member, partners, officers, shareholders, employees, agents, consultants, contractors and representatives, and the Property, from any and all claims, liabilities, damages, costs, injuries, liens (including but not limited to mechanic's, materialman's, contractor's and similar liens), actions or judgments of any kind or nature (including, without limitation, attorneys' fees, expert fees, and litigation costs and expenses) arising out of or resulting in any way from any such entry onto the Property or the acts and omissions of Buyer or Buyer's Representatives, provided, however, that in no event shall this sentence apply to any claims, liabilities, damages, costs, injuries, liens, actions or judgments of any kind or nature, attorney's fees, expert fees or litigation costs or expenses arising from or in connection with any adverse condition, defect, or other matter with respect to the Property discovered as a result of such inspections, surveys, tests or other such investigations, so long as Buyer and Buyer's Representatives do not exacerbate such discovered condition.

(ii) For each and every entry onto the Property, Buyer shall exercise its due diligence in a manner so as to not interfere with or disrupt the operations being conducted on the Property. For each

and every entry on the Property, Buyer shall notify Jesse Hunt of Westic Company ("**Westic**"), which is Seller's property manager, in writing (notice by email shall be acceptable), not less than two (2) business days prior to any proposed entry onto and inspections of the Property. Seller reserves the right to reasonably deny access at any time to the Property. Notwithstanding the above, to the extent that Buyer's entry includes any portion of the Property that is leased to a tenant of Seller, Buyer shall first notify Seller so that Seller may obtain prior permission to enter from said tenant. Further, notwithstanding the above: (a) such access by Buyer or Buyer's Representatives shall be subject to the rights of any tenant and the restrictions on Seller's access to the Property set forth in any applicable leases; (b) Buyer shall not permit any construction, mechanic's or materialman's liens or any other liens to attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by or under Buyer or Buyer's Representatives in connection with any studies or tests conducted pursuant to this Section; and (c) Buyer shall permit Seller to have its representatives present during all investigations and inspections conducted with respect to the Property.

(iii) Any reports and investigations of the Property shall be conducted at Buyer's expense. In the event that either Seller or Buyer elects to terminate the purchase of the Property for any reason other than Seller's default, upon request by Seller and upon reimbursement to Buyer for the cost of said reports by Seller, Buyer shall provide Seller with a copy of reports completed by Buyer by third-party providers.

(e) Insurance. Prior to any entry on the Property, Buyer shall secure and maintain, at Buyer's sole cost, the following policies of insurance on which Buyer shall be a "Named Insured" and which shall include coverage for Buyer, its employees', agents' consultants', contractors', and subcontractors' activities on or in any way relating to the Property: (i) Broad Form Comprehensive or Commercial liability insurance, including broad form contractual, contingent liability and completed operations liability coverages, with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and with Two Million Dollars (\$2,000,000) general aggregate; (ii) Comprehensive automobile liability insurance, including coverage for owned, non-owned and hired vehicles, with limits of not less than Five Hundred Thousand Dollars (\$500,000) for property damage for any one accident or occurrence; and (iii) Worker's Compensation in accordance with the provisions of the current law of California. The policy of insurance described in clause (i) above shall name Seller and its lender as an "Additional Insured" party. Certificates of insurance evidencing the insurance policies and insurance coverages described in this Section, along with the required Additional Insured endorsement, whether by self-insurance or otherwise, shall be delivered to Seller prior to any entry by Buyer or any of its employees, agents, consultants or contractors on the Property. Notwithstanding anything stated to the contrary contained in this Section, Buyer (but not Buyer's Representatives) shall have the right to self-insure against any risks and liabilities referred to in this Section and thereby satisfy the provisions of this Section.

(f) Title and Survey Review. Within seven (7) business days after the Effective Date, Seller shall cause to be delivered to Buyer a copy of all existing surveys of the Property in Seller's possession or control, if any. Buyer hereby acknowledges receipt of a current preliminary title report for the Property along with copies of all documents referred to in exceptions to coverage (collectively, the "PTR"). Title Company shall subsequently furnish to Buyer and Seller all supplemental title reports and related documents as the same become available. At Buyer's option and Buyer's expense, Buyer may obtain an updated ALTA survey of the Property. Buyer shall have the right until sixty (60) days after the Effective Date, and if any supplemental title reports are issued by Title Company after the delivery of the PTR to Buyer, then until ten (10) business days after its receipt of any supplemental title report and copies of any additional related documents, to provide written notice to Seller and Escrow Holder what exceptions to title shown thereon, if any, are unacceptable to Buyer ("Disapproved Exceptions"). If Buyer fails to timely deliver its written notice of any title exception, then Buyer shall be deemed to have approved such title exception. In the event Buyer shall give timely notice of any Disapproved Exceptions, Seller shall have five (5) business days after receipt of such notice to notify Buyer and Escrow Holder ("Seller's Notice") either: (1) that Seller will cure such Disapproved Exceptions and provide Buyer with evidence reasonably satisfactory to Buyer that such

Disapproved Exceptions has been cured on or before the Closing Date; or (2) that Seller will not cure any or all of said Disapproved Exceptions. Seller's failure to give Seller's Notice with respect to a Disapproved Exception shall conclusively constitute an election not to cure such Disapproved Exceptions; provided, however, that Seller shall cure any Disapproved Exceptions which are a monetary lien, mechanic's lien or deed of trust encumbering the Property and any delinquent property taxes, assessments or penalties (other than recurring business park common area assessments). Seller shall keep the Property free and clear of all monetary liens, mechanic's liens and encumbrances not reflected in the PTR, except for current nondelinquent real property taxes and assessments. In the event Seller elects or is deemed to elect not to cure any Disapproved Exceptions, Buyer, as its sole and exclusive remedy, shall have the option at any time within three (3) business days after receipt of Seller's notice of such election or after the expiration of the period for Seller's delivery of Seller's Notice, whichever is later, to terminate this Agreement by delivery of written notice to Seller and Escrow Holder to that effect, in which case Buyer shall receive a refund of the Deposit and the Closing Extension Deposit, if applicable, made by Buyer, along with any interest accrued thereon. In the event Seller elects to cure any Disapproved Exceptions but is unable, despite Seller's commercially reasonable efforts, to do so by the Closing Date, Buyer may: (i) terminate this Agreement and receive a full refund of the Deposit and the Closing Extension Deposit, if applicable, made by Buyer, along with any interest accrued thereon; or (ii) elect to waive its objection to such Disapproved Exceptions and proceed to close escrow.

(g) General Plan Consistency. During the Determination Period, Buyer shall complete all General Plan and any other land use requirements, including satisfaction of California Government Code Section 65402 (General Plan Consistency) process, as determined to be necessary or advisable by Buyer.

(h) Environmental Analysis. During the Determination Period, Buyer shall complete all environmental analysis by Buyer, including in compliance with the California Environmental Quality Act of 1970, as determined to be necessary or advisable by Buyer.

(i) Disapproval. If Buyer determines at any time prior to the expiration of the Determination Period that the Property is not satisfactory to Buyer for any reason, then Buyer may terminate this Agreement by delivering a written notice of termination to Seller prior to 5:00 p. m. (PST) on the last day of the Determination Period. If Buyer properly and timely terminates this Agreement pursuant to this Section 4(i), then this Agreement shall be terminated, the Escrow Holder shall return the Deposit to Buyer, and neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement.

(j) Assumed Contracts; Non-Assumed Contracts. By no later than the expiration of the Determination Period, Buyer shall notify Seller in writing as to which of the Contracts Buyer does not elect to assume at Closing. If Buyer fails to timely deliver such notice, Buyer shall be deemed to have elected not to assume the Contracts. Seller shall notify the vendors under those Contracts which Buyer has not agreed to assume (or which Buyer is deemed not to have agreed to assume) (the "Non-Assumed Contracts") as of Closing that, provided that Closing occurs hereunder, Seller shall terminate the Non-Assumed Contracts, effective as of the Closing Date, and Seller shall pay any applicable termination fees and other fees and charges payable in connection with the termination of such Non-Assumed Contracts.

## 5. Conditions Precedent to Closing.

(a) Buyer's obligation under this Agreement to purchase the Property is subject to the fulfillment of each of the following conditions precedent (any or all of which may be waived by Buyer):

(i) Determination Condition. Buyer's satisfaction with the Property and its feasibility for Buyer's intended purposes based on its investigation, studies, and other determinations as to the Property, during the Determination Period. Buyer's satisfaction with the Property and its feasibility for

Buyer's intended purposes is referred to as the "Determination Condition."

(ii) Pre-Turnover Inspection. Seller shall have conducted a tenancy pre-turnover walk-through inspection no earlier than March 1, 2025, and, by April 1, 2025, shall have provided to Buyer a copy of the report as to Property conditions as of the date of inspection. Said report shall indicate that all Property conditions remain substantially the same as on the Effective Date, reasonable wear and tear, loss by casualty and minor punch list items excepted, to Buyer's reasonable satisfaction. Such inspection report shall not constitute a representation and warranty by Seller or Westic of the condition of the Property, and Buyer shall have no recourse against Seller or Westic if any items noted on such report should prove to be inaccurate, it being understood that the inspection report shall be based upon Seller's and Westic's good faith belief of the results of the walk-through inspection.

(iii) Title Policy. The Title Company shall have issued, or irrevocably committed to issue, at Closing, upon the sole condition of the payment of its premium, a Title Policy for the Property as required in Section 3(a).

(iv) Representations and Warranties. All of Seller's representations and warranties expressly set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date, except as modified and accepted by Buyer in accordance with Section 8.

(v) Seller's Performance. Seller shall have delivered all the documents and other items required pursuant to Section 7(c) and shall have performed, in all material respects, all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement to be performed or complied with by the Seller at or prior to the Closing.

(vi) Property Condition. The physical condition of the Property shall be substantially the same on the day of Closing as on the Effective Date, reasonable wear and tear and loss by casualty excepted.

(vii) No Proceeding. There shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which after Closing, would, in Buyer's reasonable discretion, materially adversely affect the value of the Property or the ability of Buyer to operate the Property in its normal and typical manner, and no proceedings shall be pending or threatened which could or would cause the change, redesignation or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, the Property, or any portion thereof.

(viii) Board of Supervisors Approval. The Sonoma County Board of Supervisors (the "Board of Supervisors") shall have issued its final legal decision approving the consummation of the acquisition of the Property on the terms and conditions set forth in this Agreement, including, without limitation, approval of the Preliminary Official Statement and issuance of the Certificates of Participation or other financing as described in Section (ix), which approval may or may not be granted in the Board's sole discretion ("**Board of Supervisors Approval**"). The Board of Supervisors' consideration and decision on whether to approve such acquisition may occur after the Determination Period, but notwithstanding shall remain a condition precedent to the Buyer's obligation to purchase the Property. Buyer shall use good faith diligent efforts for Board review for final legal approval to occur on or before the second Board meeting date in April 2025, or no later than May 6, 2025 (the "**Board Approval Deadline**"). Seller shall have no obligation to extend the Closing Date if the Buyer does not secure such approval on or before the Board Approval

(ix) Financing. Sufficient funding for the Purchase Price and associated Buyer costs shall be obtained and available to Buyer, as determined by Buyer. Financing may include bond issuance or Certificates of Participation, as elected by Buyer. Satisfaction of this condition may occur after the Determination Period and after the Board Approval Deadline, but notwithstanding shall remain a condition



precedent to the Buyer's obligation to purchase the Property. Buyer shall use good faith diligent efforts to obtain said financing, but the parties acknowledge that certain legal and other requirements must be satisfied for such and accordingly, such financing is not guaranteed. Buyer hereby represents and warrants to Seller that (a) the County Board of Supervisors has conceptually approved the financing (and funding of all contracts and staff time to pursue such financing); and (b) the County Debt Advisory Committee has endorsed the financing plan. Buyer hereby agrees to use good faith diligent efforts to complete the following by the dates specified below:

- a. Complete seismic analysis of collateral assets, by not later than March 1, 2025.
- b. Meet with the rating agency for issuance of credit rating by not later than April 1, 2025.

Buyer hereby agrees to keep Seller reasonably apprised of the status of Buyer's efforts to obtain financing.

The conditions precedent contained in items (i) through (ix) of this Section 5(a) are intended for the benefit of Buyer.

(b) Seller's obligation under this Agreement to sell the Property is subject to the fulfillment of each of the following conditions (any or all of which may be waived by Seller):

(i) Representations and Warranties. All of Buyer's representations and warranties expressly set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date.

(ii) Buyer's Performance. Buyer shall have delivered the Purchase Price, and additional funds to pay Buyer's share of the closing expenses and any other funds required to be delivered by Buyer pursuant to this Agreement, all the documents and other items required pursuant to Section 7(d), and shall have performed, in all material respects, all other covenants, undertakings and obligations, and complied with all conditions required by this Agreement to be performed or complied with by the Buyer at or prior to the Closing.

(iii) Board of Supervisors Approval. The Board of Supervisors shall have issued its Board of Supervisors Approval, on the terms and conditions set forth in this Agreement, on or before the Board Approval Deadline. It shall be deemed a failure of this condition precedent if the Board of Supervisors approves the consummation of the Buyer's acquisition of the Property, but such approval is conditioned on terms and conditions that deviate from the terms and conditions set forth in this Agreement and that are unacceptable to Seller in Seller's sole discretion, or if the Board of Supervisors Approval is not issued on or before the Board Approval Deadline.

(iv) Return of Sensitive Due Diligence Materials. Except for such items required by applicable standards and requirements to be retained by any appraisers and which shall remain subject to confidentiality requirements as set forth in the Confidentiality Agreement, Buyer shall have deleted, destroyed or returned to Seller all Due Diligence Materials which Seller expressly designated as "sensitive" on the index of Due Diligence Materials provided to Buyer (the "Sensitive Information"), as follows: (a) delete all electronic copies of any and all Sensitive Information posted online, offline, from the cloud, copies that are archived or backed up, or any other copies of Sensitive Information that may be located in any other electronic systems or files; and (b) destroy or return to Seller any and all Sensitive Information disclosed by Seller in written form, including all electronic and other copies thereof received under this Agreement, unless otherwise instructed in writing by Seller.

The conditions precedent contained in items (i) through (iv) of this Section 5(b) are intended for the benefit

of Seller.

(c) Failure of Conditions. If any of the Buyer's conditions set forth in Section 5(a) are not timely satisfied or waived for any reason other than the material breach or default of Buyer, Buyer may: (i) extend the Closing Date in accordance with the provisions of Section 7(b), or (ii) terminate this Agreement by providing written notice of termination to Seller. If any of the Seller's conditions set forth in Section 5(b) are not timely satisfied or waived for any reason other than the material breach or default of Seller, Seller may terminate this Agreement by providing written notice of termination to Buyer. If either party terminates this Agreement pursuant to this Section 5(c), or for any reason other than a material breach or default by Buyer, the Deposit and, if applicable, the Closing Extension Deposit, and all interest accrued, less the Nonrefundable Portion (if applicable), shall be returned to Buyer. The foregoing provisions shall not limit the exercise of a party's rights and remedies against the other party, as provided in Section 15, in the event that the conditions set forth in Section 5(a) or Section 5(b), as applicable, are not satisfied as the result of the other party's material breach or default of its obligations or covenants under this Agreement.

6. Covenants.

(a) From the Effective Date until the Closing or earlier termination of this Agreement, Seller shall operate, manage and maintain the Property in a manner generally consistent with the manner in which Seller has operated, managed and maintained the Property prior to the date hereof. Notwithstanding the foregoing, from and after the date this Agreement is fully executed, excepting the continued use of all or a portion of the Property for Seller sponsored events or activities (which use shall require the prior written consent of Buyer not to be unreasonably withheld, conditioned or delayed), Seller shall not: (i) cause nor voluntarily permit, any new lien, mechanic's lien, easement or other encumbrance, or any other matter which would cause a new title exception to be added to the Title Policy, without Buyer's prior written consent in Buyer's sole discretion, other than liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, municipal or County project or special district; (ii) enter into any agreements with any governmental agency, utility company or any person or entity regarding the Property, which would remain in effect after the Closing (other than to implement any matter described in (i) above), without obtaining Buyer's prior written consent in Buyer's sole discretion; or (iii) extend any existing licenses, agreements or leases, or enter into any new licenses, agreements or leases or occupancy agreements, that would give any person or entity any right of possession or other interest to any portion of the Property or which would arise prior to or remain in effect after the Closing.

(b) Seller agrees to comply with its obligations relating to the surrender processes set forth under the Medtronic Leases (as defined in Section 8(l)), and to use good faith efforts to ensure that Medtronic complies with all of its obligations under the Medtronic Leases relating to the tenant's surrender of the Property to Seller at end of the term of such Medtronic Leases, including without limitation ensuring that Medtronic completes its obligations with respect to all maintenance, repair, restoration and/or replacement of equipment and systems prior to surrender. Without limitation of the foregoing, Seller shall require Medtronic to provide proof of payment or lien waivers and releases for any labor or materials furnished to the Property by third parties after the Effective Date.

(c) Seller shall maintain all liability and property insurance policies currently in effect until the Closing or termination of this Agreement, and shall provide to Buyer certificates of insurance evidencing such insurance.

(d) Seller and Buyer each agree to comply with the terms of the Confidentiality Agreement, and each party acknowledges that a breach of the Confidentiality Agreement shall constitute a breach of this Agreement.

7. Closing and Escrow.

(a) Escrow. Upon execution of this Agreement, the Parties shall deposit an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder as the escrow holder for consummation of the purchase and sale contemplated hereby. Escrow Holder shall execute the Joinder by Title Company, in substantially the form attached hereto as **Exhibit J**, acknowledging receipt of the fully-executed Agreement and escrow instructions pursuant to this Agreement. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

(b) Closing Date. The Closing hereunder shall be held and delivery of all items to be made at the Closing under the terms of this Agreement, at the offices of the Escrow Holder. Escrow shall close on the date that is thirty-five (35) days from the date of the Board of Supervisors Approval, subject to the satisfaction or waiver of the conditions precedent set forth in Section 5 (the "**Closing Date**"); provided, that in no event shall Closing occur later than June 10, 2025 (the "**Outside Closing Date**"). Upon receipt of the Board of Supervisors Approval, Buyer, in its sole discretion, shall have the option and right to extend the Closing Date for up to thirty (30) days (provided that in no event may the Closing occur later than the Outside Closing Date) by: (i) providing written notice to Seller, at least ten (10) days prior to the scheduled Closing Date, of its election to extend, and (ii) depositing into escrow an additional Deposit amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "**Closing Extension Deposit**") within seven (7) business days after sending such written notice. The Closing Extension Deposit shall be nonrefundable except as expressly stated otherwise in this Agreement and shall be credited to the Purchase Price at Closing. In the event the Closing does not occur on or before the Closing Date, as may be duly extended, the Escrow Holder shall, unless it is notified by both Parties to the contrary within ten (10) days after the Closing Date, return to the depositor thereof documents and other instruments which may have been deposited hereunder. Any such return shall not, however, relieve either Party hereto of any liability it may have for its wrongful failure to close.

(c) Seller's Delivery of Documents and Items. Seller shall deliver the documents listed below to Escrow Holder at least one (1) business day prior to the Closing Date:

(i) Grant Deed. A duly executed and acknowledged Grant Deed conveying to the Buyer the Property and all rights, privileges and appurtenances thereto as required by **Section 3** above.

(ii) Bill of Sale. A duly executed Bill of Sale covering the Personal Property, if any, and all apparatus, fixtures, equipment or appliances that are a part of the Improvements in the form attached hereto as **Exhibit C**.

(iii) Assignment of Intangibles. A duly executed Assignment, in the form attached hereto as **Exhibit D**.

(iv) Non-Foreign Affidavit. An affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code and substantially in the form attached hereto as **Exhibit E** and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(v) Affidavit re Prohibited Persons and Transactions. An affidavit, substantially in the form attached hereto as **Exhibit E** and on which Buyer is entitled to rely, certifying to the effect that neither Seller nor any of its affiliates, nor any of its respective partners, members, shareholders or other equity owners, and none of its respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business

under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) Estoppel. An estoppel in the form attached as **Exhibit G**, from each tenant at the Property (if any), executed by said tenant within thirty (30) days after the Effective Date and again within thirty (30) days prior to lease expiration, with any changes from the original Estoppel reflected therein.

(vii) California Form 593-C; Other Forms. Form 593-C of the Franchise Tax Board for the State of California, executed by Seller, certifying that Seller has a permanent place of business in California, and any other withholding forms and certifications as required by federal, state and local law, in form to Escrow Holder’s reasonable satisfaction.

(viii) Resolutions. Such resolutions, authorizations, bylaws or other corporate and/or partnership documents or agreements or trusts, certification of trust, power of attorney or other documents of significance relating to Seller and its partners, shareholders, spouses, beneficiaries, etc., as shall be reasonably required by Escrow Holder in connection with this transaction.

(ix) Closing Statement. Closing statement in form and content satisfactory to Buyer and Seller, executed by Seller and Buyer.

(x) Owner’s Declaration. If required at the Closing, a standard owner’s declaration in a form reasonably acceptable to the Title Company and a gap affidavit and/or indemnity, if required, to omit all mechanic lien exceptions arising out of labor or materials furnished to the Property.

(xi) Other Deliveries. Any other documents, instruments, records, correspondence or agreements expressly required by the terms of this Agreement to be delivered which have not previously been delivered.

Buyer may waive compliance on Seller’s part under any of the foregoing items by an instrument in writing.

(d) Buyer’s Delivery of Documents and Items. Buyer shall deliver the documents listed below to Escrow Holder at least one (1) business day prior to the Closing Date:

(i) Grant Deed. A duly executed and acknowledged Grant Deed.

(ii) Assignment of Intangibles. A duly executed Assignment.

(iii) Resolutions. Such evidence of authority or other documents of significance relating to Buyer as shall be reasonably required by Escrow Holder in connection with this transaction.

(iv) Closing Statement. Closing statement in form and content satisfactory to Buyer and Seller, executed by Seller and Buyer.

(v) Other Deliveries. Any other documents, instruments, records, correspondence or agreements expressly required by the terms of this Agreement to be delivered which have not previously been delivered.

(e) 1031 Exchanges. Seller and Buyer acknowledge and agree that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Code (“**Exchange**”), for either Buyer or Seller. Each party hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such Exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire any substitute property, (b) such Exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional cost, expense or liability in connection with such Exchange (other than expenses of reviewing and executing documents required in connection with such Exchange), and (d) no dates in this Agreement will be extended as a result thereof. Notwithstanding anything to the contrary contained in the foregoing, if Seller so elects to close the transfer of the Property as an Exchange, then (i) Seller, at its sole option, may delegate its obligations to transfer the Property under this Agreement, and may assign its rights to receive the Purchase Price from Buyer, to a deferred exchange intermediary (an “**Intermediary**”) or to an exchange accommodation titleholder, as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Seller pursuant to this Agreement; (iii) Seller shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (iv) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Buyer; (v) the closing of the transfer of the Property to Buyer shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer or to exchange accommodation titleholder, as the case may be; and (vi) Seller shall indemnify, protect, defend and hold harmless Buyer from and against any and all liability arising from and out of such Exchange by Seller. Notwithstanding anything to the contrary contained in the foregoing, if Buyer so elects to close the acquisition of the Property as an Exchange, then (A) Buyer, at its sole option, may delegate its obligations to acquire the Property under this Agreement, and may assign its rights to receive the Property from Seller, to an Intermediary or to an exchange accommodation titleholder, as the case may be; (B) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Buyer pursuant to this Agreement; (C) Buyer shall remain fully liable for its obligations under this Agreement as if such delegation and assignment shall not have taken place; (D) Intermediary or exchange accommodation titleholder, as the case may be, shall have no liability to Seller; (E) the closing of the acquisition of the Property by Buyer or the exchange accommodation titleholder, as the case may be, shall be undertaken by direct deed from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds) to Buyer or to exchange accommodation titleholder, as the case may be; and (F) Buyer shall indemnify, protect, defend and hold harmless Seller from and against any and all liability arising from and out of such Exchange by Buyer. No party participating in an Exchange transaction pursuant to this Section shall make any representation or warranty to the other party concerning the tax treatment of such transaction.

(f) Escrow Holder as Reporting Person. Seller and Buyer shall each deposit such other instruments as are reasonably required by the Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof, including, without limitation, an agreement (the “Designation Agreement”) designating Escrow Holder as the “Reporting Person” for the transaction pursuant to 26 U.S.C. Section 6045(e) and the regulations promulgated thereunder, and executed by Seller, Buyer and Escrow Holder. The Designation Agreement shall be substantially in the form attached hereto as **Exhibit F** and, in any event, shall comply with the requirements of 26 U.S.C. Section 6045(e) and the regulations promulgated thereunder.

(g) Prorations. Real property taxes and assessments, water, sewer, assessments for common area maintenance and management generated by the owners association and property management for the business park concerning the Property, and utility charges, unless Seller elects to close its own applicable account by providing written notice of such election to close at least ten (10) business days prior to Closing, in which event Buyer shall open its own account and the respective charges shall not be prorated, amounts prepaid and amounts accrued but unpaid under the Contracts, annual permits and/or inspection fees (calculated on the basis of the period covered), and other expenses normal to the operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the date the Grant Deed is recorded,

on the basis of a 365-day year. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within ninety (90) days after the Closing Date, or such later time as may be required to obtain necessary information for proration, and either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party, together with interest thereon at the rate of eight percent (8%) per annum from the Closing Date to the date of payment if payment is not made within ten (10) days after delivery of a bill therefor. The provisions of this Section 7(g) shall survive the Closing.

(h) Closing Expenses. The Parties shall equally share the cost of the premium for the CLTA owner's policy of title insurance; Buyer shall pay any additional premium associated with an ALTA Extended Owner's Title Insurance Policy and the cost of any endorsements or additional coverage requested by Buyer. The Parties shall also equally share the cost of the escrow fees and recording fees. Seller shall pay the cost of any transfer taxes applicable to the sale of the Property and all other costs and charges not set forth above. Seller shall pay all sales commissions at close of escrow. Sales tax (if any) on the Personal Property shall be paid by Seller.

(i) Closing Procedure. "Closing" shall be deemed to have occurred when the Escrow Holder has been instructed by both parties to pay the Purchase Price to Seller and to record the Grant Deed, in that order (i.e., a "New York Style closing"). The following shall occur, in the order shown herein, after Escrow Holder has been instructed by both parties to proceed with Closing ("Authorization to Close"): (1) Seller shall immediately initiate the defeasance of the existing loan and the purchase of the defeasance collateral; (2) the Escrow Holder shall disburse from Escrow to Seller the Purchase Price, as adjusted by credits and debits described in this Section 7; and (3) the Grant Deed shall be recorded in the Official Records of the County of Sonoma. The defeasance shall not delay the start of Closing, but Buyer and Seller acknowledge that the Closing will be completed within one (1) to two (2) business days after both Parties deliver the Authorization to Close in order to complete the purchase of the defeasance collateral. In no event will the Purchase Price funds be used prior to Closing for the purchase of the defeasance collateral or any other defeasance expense. Moreover, in no event will the Authorization to Close be issued on a Thursday or a Friday. The Parties shall be deemed in compliance with the obligation to Close by the Closing Date if the Authorization to Close is delivered to Escrow Holder on or before the Closing Date (as may be extended pursuant to the express terms of this Agreement) and the Closing is completed in accordance with this Section 7(i).

8. Representations and Warranties of Seller. Having performed a review of Seller's files and all materials within Seller's possession, Seller hereby represents and warrants to Buyer as follows:

(a) Except as disclosed in the Due Diligence Materials, Seller is not aware of the existence of any material physical or mechanical defects of the Improvements, or any portion thereof, including without limitation, the plumbing, heating, air conditioning and electrical systems, except for defects which have been cured.

(b) The Due Diligence Materials delivered by Seller to Buyer are true and correct copies of such items in Seller's possession.

(c) Seller has not received any written notice of any violation of law, ordinance, rule, regulation or order (including, without limitation, zoning and land use, building, fire, and environmental laws) with respect to the Property except for violations which have been cured.

(d) Except as disclosed to Buyer in writing, Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would detrimentally and materially affect the value, use, or operation of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

(e) There is no litigation pending or, to Seller's knowledge, threatened, against Seller or any basis therefor that arises out of the ownership of the Property or that might detrimentally and materially affect the use or operation of the Property or the value of the Property or materially adversely affect the ability of Seller to perform its obligations under this Agreement, including without limitation any proceeding or inquiry underway or threatened by any individual, entity or government authority with respect to the presence of any Hazardous Material (as defined below) on the Property or the migration thereof from or to adjacent property.

(f) Except to the extent disclosed in the PTR or expressly stated herein, Seller has not executed any deed of trust, easement or other encumbrance of the Property, nor has permitted the Property to be liened or encumbered by any third party.

(g) Seller has all necessary authority and the legal right to sell and convey the Property. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing: are or at the time of Closing will be duly authorized, executed, and delivered by Seller; are or at the time of Closing will be legal, valid, and binding obligations of Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(h) At the time of Closing, there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and Seller shall cause to be discharged, or insured over by the Title Company, all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Closing, including any such liens recorded after Closing.

(i) Seller knows of no facts nor has Seller failed to disclose any fact known to Seller which would prevent Buyer from using and operating the Property after Closing in the normal manner in which similar properties in the area are operated.

(j) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue

(k) To Seller's actual knowledge, the Property is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material ("Environmental Laws"). Except as disclosed in the Due Diligence Materials: (i) neither Seller nor, to Seller's actual knowledge, any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Material over the Property in violation of Environmental Laws; (ii) neither Seller nor, to Seller's actual knowledge, any third party has installed, used or removed any storage tank on, from or in connection with the Property, and to Seller's actual knowledge, there are no storage tanks or wells (whether existing abandoned or closed) located on, under or about the Property; and (iii) to Seller's actual knowledge, the Property does not consist of, contain, hold, cover or otherwise conceal any building materials that contain Hazardous Material. For the purposes hereof, "Hazardous Material" shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency ordinance or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, volatile organic compound, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

(l) Medtronic Vascular, Inc. ("Medtronic") is the tenant under a lease of the building commonly known as 3850 Brickway Boulevard (the "3850 Lease"), and the tenant under a separate lease of the building commonly known as 3880 Brickway Boulevard (the "3880 Lease" and together with the 3850 Lease, the "Medtronic Leases"). The Medtronic Leases provide that the lease term expires on March 31, 2025, and that Tenant has the option to extend the lease term by providing written notice to Seller, as landlord, of its election to extend at least twelve (12) months prior to expiration of the term. Seller has not received any written notice from Tenant of its election to extend the lease term for either the 3850 Lease or the 3880 Lease. Seller has not entered into any negotiations nor agreements to extend, renew, or provide an option for extending or renewing, the Medtronic Leases. Tenant has no right under the Medtronic Leases to occupy the Property after March 31, 2025, and Tenant has no further right to extend the term of the Medtronic Leases.

(m) As of the Closing Date, there shall be no tenants or occupants with any right to possession of any portion of the Property or any entities with options to lease, acquire or , except as disclosed by the PTR and the exception documents referenced therein, to use the Property or any portion thereof.

The representations and warranties contained in this Section 8 shall be made as to the knowledge of the Designated Representatives of Seller and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate of Seller, or to impose upon such Designated Representatives any duty to investigate the matter to which such knowledge or the absence thereof pertains, or to impose upon such Designated Representatives any individual personal liability. As used herein, the term "Designated Representatives" shall refer to (i) Kefei Wang and (ii) Jesse Hunt; provided, that Jesse Hunt does not make the representations and warranties set forth in Section 8(e) (insofar as the representation pertains to litigation against the Seller), Section 8(g) and Section 8(j) . Kefei Wang is the controlling member and a manager of NGCRE Partners 8, LLC, which is the general partner of the limited partnership that is the sole member of Seller. Jesse Hunt is the managing director of Westic, which is the property manager of the Property. Kefei Wang and Jesse Hunt are the persons whom Seller represents are the most informed of matters relating to such representations and warranties. Neither Seller, nor any Seller employee, officer, or agent or anyone on Seller's behalf, makes any other representations or warranties, whether oral or in writing, express or implied, except as provided in the Grant Deed.

The representations and warranties of Seller set forth above shall be true as of the Effective Date and, subject to the modifications described below, as of the date of the Closing. Each Party shall immediately notify the other Party, in writing, of any event or condition known to such Party which causes a change in the facts relating to, or the truth of, any of the representations or warranties set forth below in any material respect. The Seller shall have ten (10) business days from the receipt of any notice from Buyer advising Seller of a change in the facts relating to Seller's representations or warranties (or if Seller has delivered written notice to Buyer, within ten (10) business days after delivering such notice to Buyer) to cure the inaccuracy of such representations or warranties. If Seller timely cures such inaccuracy, the inaccuracy shall be deemed waived and this Agreement shall continue in full force and effect. If Seller does not cure the inaccuracy within such 10-business day period, Buyer's only remedy shall be to either (i) terminate this Agreement, in which case the Deposit and, if applicable, the Closing Extension Deposit, along with any accrued interest, shall be returned to Buyer and neither party shall have any further rights or obligations hereunder except with respect to the provisions of this Agreement which expressly survive the termination of this Agreement, or (ii) accept the Property notwithstanding such information and nevertheless consummate the transaction contemplated by this Agreement, and in such case, except as expressly provided otherwise in this paragraph, Seller shall have no liability with respect to such information and/or any of such representations and warranties contradicted or made untrue or incorrect thereby. All representations and warranties shall be deemed amended and qualified to the extent of: (1) the information provided in such notice(s) from Seller to Buyer prior to Closing; and (2) any information which is actually known to Buyer before Closing.



9. **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to Seller as of the Closing Date as follows:

(a) Buyer is a political subdivision of the State of California.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by Buyer, and are or at the Closing will be legal, valid, and binding obligations of Buyer, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

(c) There is no action, proceeding, or claim pending, or, to Buyer's knowledge, threatened, against Buyer that would affect Buyer's ability to consummate the transactions contemplated by this Agreement.

Neither Buyer, nor any Buyer employee, officer, or agent or anyone on Buyer's behalf, makes any other representations or warranties, whether oral or in writing, express or implied.

10. **Survival of Representations and Warranties; Indemnification.** The representations and warranties of Seller set forth in Section 8, as modified pursuant to the terms of Section 8, and of Buyer set forth in Section 9, shall survive the Closing for a period of eighteen (18) months, and any action brought upon a claim by Seller or Buyer against the other party for breach of any representation or warranty contained in such sections must be brought, if at all, within eighteen (18) months and one (1) business day after Closing (the "Survival Period") or such claim and action shall be forever barred. With respect to any breach of representation and warranty claims brought prior to the end of the Survival Period, each Party hereby agrees to indemnify the other Party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, to the extent resulting from any such misrepresentation or breach of warranty made by such Party in this Agreement or in any deed or any other closing document delivered pursuant to Section 7(c) of this Agreement. The indemnification provisions of this Section 10 shall survive beyond the delivery of the Grant Deed and transfer of title.

11. **Disclaimers; Limitations on Representations and Warranties.**

(a) **No Reliance on Documents.** Except as expressly stated in this Agreement, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its brokers or agents to Buyer in connection with the transaction contemplated hereby. Except as expressly stated in this Agreement, all materials, data, and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as an accommodation only. Any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer, except as otherwise expressly stated herein, if at all.

(b) **No Reliance On Seller; No Other Representations By Seller.** Buyer acknowledges that, except as otherwise expressly stated in this Agreement, no representations or warranties of any kind, express or implied, have been made with respect to the Property by Seller or any of Seller's members, officers, managers, directors, employees, agents, representatives and attorneys (collectively, "**Seller's Agents**") including, but not limited to:

(i) Soils, Etc. Soils, seismic, groundwater, hydrological, geological and topographical conditions and configurations;

(ii) Physical Condition. The quality, nature, adequacy and physical condition of the Property;

- (iii) Title. The condition of the title to the Property;
- (iv) Artifacts. The presence of archaeological, prehistoric and historic artifacts, remains and relics;
- (v) Hazardous Materials. The presence of hazardous materials at, on, in, under or about the Property or neighboring Property;
- (vi) Endangered Species. The presence of endangered, protected or regulated plant, animal or insect species;
- (vii) Environmental Concerns. The presence of any other environmental conditions, including wetlands;
- (viii) Size and Area. The size and area of Land and the suitability of the topography;
- (ix) Utilities. The availability, location and accessibility of any utilities to serve the Property including, but not limited to, water, electric, gas, cable TV, phone, refuse disposal, police and fire;
- (x) Laws. The applicability of any laws, rules or regulations of any governmental authorities to the Property, including zoning, building permit and architectural and site requirements of the City;
- (xi) Redevelopment. The character, nature and extent of any development fees, exactions, dedications or other impositions of the City or any governmental authorities imposed as a condition to construct or operate improvements on the Property;
- (xii) Suitability. The fitness, suitability, value or adequacy of the Property for any particular use;
- (xiii) Access. Access to public roads or proposed routes of roads or extensions thereof;
- (xiv) Other Matters. Any other matter which may affect the suitability of the Property for Buyer's purpose;
- (xv) Compliance. The compliance of the Property with any applicable codes, laws, statutes, ordinances, regulations, rules, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; and
- (xvi) Feasibility. Any other matter relating to the Property or to the Buyer's intended use of the Property, including, but not limited to, value, feasibility, costs, offsite costs, governmental requirements and entitlements, marketability and investment return.

(c) **Buyer to Investigate**. Buyer agrees that, before the end of the Determination Date, Buyer shall have conducted a full and complete investigation of all matters which, in Buyer's judgment, affect the suitability of the Property for Buyer's purposes, including, but not limited to, the items set forth in Section 11(b) above.

(d) **AS IS SALE**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO SELLER'S PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT EACH PROPERTY "AS

IS, WHERE IS, WITH ALL FAULTS”, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN THE APPLICABLE GRANT DEED. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE GRANT DEED, BUYER HAS NOT RELIED, AND WILL NOT RELY, ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO EACH PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IMPLIED IN THE GRANT DEED. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS.”

BUYER REPRESENTS TO SELLER THAT BEFORE THE END OF THE DETERMINATION PERIOD, BUYER SHALL CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, INCLUDING ANY REMEDIAL ACTION REQUIRED, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR SELLER’ AGENTS, WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY EXIST, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY BUYER’S INVESTIGATIONS. UPON CLOSING, BUYER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND SELLER’ AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, AND ATTORNEYS’ FEES OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AND SELLER’ AGENTS AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES, MATTERS, CONDITIONS, OPERATIONS OR ECONOMIC PERFORMANCE OF OR REGARDING THE PROPERTY, EXCEPTING ONLY CLAIMS THAT BY THE EXPRESS TERMS OF THIS AGREEMENT SURVIVE CLOSING.

Buyer’s Initials \_\_\_\_\_

(e) Release by Buyer. Except for Seller’s breach of any of the representations, warranties, or covenants expressly made by Seller in this Agreement, as modified pursuant to Section 8, and except for claims that by the express terms of this Agreement survive Closing, Buyer, on behalf of itself and its successors and assigns respecting the Property (including every natural person, firm, association, organization, partnership, business trust, corporation, limited partnership, public entity or other form of entity (collectively, “Person”) who at any time after the Closing owns, occupies or possesses any portion of the Property) (collectively, “Releasors”), does hereby, on and as of the Closing Date to the maximum extent permitted by law, waive, release and forever discharge Seller, and all members, managers, shareholders, directors, officers, partners, agents and representatives of Seller (collectively, “Releasees”), from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, whether direct or indirect, known or unknown, foreseeable or unforeseeable (including, but not limited to, any economic damages, damages to or destruction of property, personal injuries and injury to or death of any person) which: (i) any Releasor may have at the Closing on account of, or in any way arising out of, or connected with, the Property or any portion of the Property; or (ii) which may arise after the Closing on account of, or in any way arising out of, or connected with, any of the matters referred to in Section 11 respecting the Property. Buyer, on behalf of itself and all Releasors, waives all rights, benefits and

protections of California Civil Code Section 1542 and all similar law. California Civil Code Section 1542 reads as follows:

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

Buyer acknowledges that Buyer is represented by counsel and that Buyer understands the significance of executing this Agreement and the general release of claims set forth above

Buyer makes said release in its proprietary capacity as purchaser of real property and not in its regulatory capacity as a public governmental entity.

Buyer's Initials \_\_\_\_\_

This Section 11 shall survive the Closing forever.

12. **Loss by Fire or Other Casualty; Condemnation.** In the event that, prior to Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against a significant portion of the Property, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) business days after receiving written notice of such damage, destruction or condemnation proceedings, to terminate this Agreement, in which case neither Party shall have any further rights or obligations hereunder and the Deposit, and the Closing Extension Deposit if applicable, plus accrued interest thereon, shall be refunded to Buyer. If Buyer elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction or condemnation shall be paid or assigned to Buyer. In the event of any immaterial damage, destruction or condemnation prior to Closing, all proceeds of insurance or condemnation awards payable to Seller by reason of such shall be paid or assigned to Buyer. As used in this Section 12, the term “material” shall mean any casualty such that the cost of repair, as reasonably estimated by Seller's engineer, is in excess of Four Hundred Thousand Dollars (\$400,000.00), and the term “significant portion” shall mean any condemnation proceedings involving the taking of any portion of either of the buildings commonly known as 3850 Brickway Boulevard and 3880 Brickway Boulevard, or the taking of a number of parking spaces which would cause the total number of parking spaces to be insufficient for compliance with applicable ordinances. This Section 12 is intended to supersede any provision provided by applicable law in the absence of an express agreement by the parties with respect to casualty events or condemnation events.

13. **Possession.** Possession of the Property shall be delivered to Buyer at Closing free and clear of all tenancies and other use or occupancy interests or parties in possession. In addition, Seller shall afford authorized representatives of Buyer reasonable access to the Property, upon reasonable notice and subject to the provisions of Section 4, for the purposes of satisfying Buyer with respect to the representations, warranties, and covenants of Seller contained herein and with respect to satisfaction of any conditions precedent to the Closing contained herein.

14. **Maintenance of the Property.** Between the Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear excepted, shall perform all work required to be done by the landlord or licensor under the terms of any lease or license affecting the Property, and shall make or cause Medtronic to make all repairs, maintenance and replacements of the Improvements and otherwise operate the Property, all in the same manner and to the same extent as before the making of this Agreement as though Seller were retaining the Property. Notwithstanding the foregoing, Buyer is purchasing the property in its “AS IS” condition and “AS IS” state


of repair, as provided in Section 11.

15. **Defaults and Remedies.**

(a) Default Remedies - General. Failure by Seller or Buyer to perform any action or covenant required by this Agreement within the time periods provided herein constitutes a "Default" under this Agreement. A Party claiming a Default shall provide a written notice of default to the other Party specifying the default complained of (each, a "Breach Notice"). The claimant shall not institute any proceeding against any other Party and the other Party shall not be in default if such Party cures the default within ten (10) days from receipt of such Breach Notice, or in the case of non-monetary defaults which cannot reasonably be cured within such 10-day period, the Party who has failed to perform commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence and in any event within thirty (30) days of the Breach Notice.

(b) Seller's Remedies. If the Closing does not occur due to Buyer's failure to consummate the Closing in breach of this Agreement after issuance of the Board of Supervisors Approval, Seller shall be entitled to terminate this Agreement pursuant to the terms of this Section 15(b). IF SELLER TERMINATES THIS AGREEMENT PURSUANT TO THIS SECTION 15(b) DUE TO BUYER'S FAILURE TO CONSUMMATE THE CLOSING IN BREACH HEREOF, BY INITIALING BELOW, BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. BUYER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT AND, IF APPLICABLE, THE CLOSING EXTENSION DEPOSIT SHALL BE THE SOLE REMEDY OF SELLER AT LAW IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY BUYER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 15(b), IF BUYER BRINGS AN ACTION AGAINST SELLER FOR AN ALLEGED BREACH OR DEFAULT BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, RECORDS A LIS PENDENS OR OTHERWISE ENJOINS OR RESTRICTS SELLER'S ABILITY TO SELL AND TRANSFER THE PROPERTY OR REFUSES TO CONSENT TO OR INSTRUCT RELEASE OF THE DEPOSIT TO SELLER IF REQUIRED BY ESCROW AGENT (EACH A "BUYER'S ACTION"), SELLER SHALL NOT BE RESTRICTED BY THE PROVISIONS OF THIS SECTION 15(b) FROM BRINGING AN ACTION AGAINST BUYER SEEKING EXPUNGEMENT OR RELIEF FROM ANY IMPROPERLY FILED LIS PENDENS, INJUNCTION OR OTHER RESTRAINT, AND/OR RECOVERING FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHICH SELLER MAY SUFFER OR INCUR AS A RESULT OF ANY BUYER'S ACTION BUT ONLY TO THE EXTENT THAT SELLER IS THE PREVAILING PARTY; AND THE AMOUNT OF ANY SUCH FEES, COSTS AND EXPENSES AWARDED TO SELLER IN SUCH ACTION SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES IF SELLER IS THE PREVAILING PARTY. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE §3275 OR §3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER CALIFORNIA CIVIL CODE §§1671, 1676 AND 1677. NOTHING IN THIS AGREEMENT SHALL, HOWEVER, BE DEEMED TO LIMIT BUYER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF BUYER'S INDEMNITY OBLIGATIONS UNDER SECTION 4(d)(i), SECTION 10 OR SECTION 16(d), OR FOR ATTORNEYS' FEES AND COSTS AS PROVIDED IN SECTION 16(g).

ACCEPTED AND AGREED TO:

  
\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

(c) Buyer's Remedies

In the event the Closing does not occur by reason of any default by Seller of any of its obligations under this Agreement, or if Seller has refused to convey the Property to Buyer, Buyer shall be entitled, as its sole and exclusive remedy, to elect to: (a) terminate this Agreement by written notice to Seller, in which event Escrow Holder shall return to Buyer the Deposit and, if applicable, the Closing Extension Deposit, and accrued interest to Buyer, and Seller shall reimburse the actual out of pocket expenses incurred by Buyer in connection with this Agreement and the transactions contemplated herein not to exceed One Hundred Thousand Dollars (\$100,000), within thirty (30) days after Seller's receipt of an invoice and backup invoices from Buyer to support such invoice, whereupon neither Buyer nor Seller shall have any further liabilities or obligations under this Agreement except for liabilities and obligations which expressly survive the termination of this Agreement; or (b) enforce specific performance of Seller's obligation to convey the Property, without adjustment to, or credit against, the Purchase Price, however Seller shall reimburse the reasonable legal fees and expenses incurred by Buyer in connection with obtaining specific performance of this Agreement, in amount not to exceed Seventy-Five Thousand Dollars (\$75,000). Any action for specific performance must be commenced within sixty (60) days of Seller's default. In no case shall Seller ever be liable to Buyer under any statutory, common law, equitable or other theory of law, either prior to or following the Closing, for any lost rents, profits, "benefit of the bargain," business opportunities or any form of consequential damage in connection with any claim, liability, demand or cause of action in any way or manner relating to the Property, the condition of the Property, this Agreement, or any transaction or matter between the parties contemplated hereunder.

(d) Venue. Any legal actions must be instituted in the Superior Court of the County of Sonoma, State of California, or in the Federal District Court for the Northern District of the State of California.

16. Miscellaneous.

(a) Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (i) When personally delivered to the recipient, notice is effective on delivery;
- (ii) When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective on delivery;
- (iii) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing;
- (iv) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery; and/or
- (v) When sent by e-mail transmittal or fax to the last e-mail address or fax number of the recipient known to the Party giving notice, notice is effective on transmission as long as: (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving Party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by e-mail or fax shall be considered to have been received on the next business day if it is transmitted after 5:00 p.m. (Pacific Standard Time), or on a non-business day.

(b) Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 16(a) (i) or (iv) is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

(c) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

Seller: **NGCRE INVESTMENT V, LLC**  
c/o 39510 Paseo Padre Parkway, Suite 310  
Fremont, California 94538  
Attn: Kefei Wang  
Email: [kefei.wang@nautilusglobalinvest.com](mailto:kefei.wang@nautilusglobalinvest.com)

With a copy to: Westic Company  
1260 41st Ave. Suite I  
Capitola, CA 95010  
Attn: Jesse Hunt  
Telephone No.: (831) 576-5501  
Email: [jesse@westic.com](mailto:jesse@westic.com)

And a copy to: Law Offices of Juliana Stamato  
23801 Calabasas Road Suite 1003A  
Calabasas, CA 91302  
Attn: Juliana Stamato Imber, Esq.  
Telephone No.: (310) 474.5222  
Email: [julie@stamatolaw.com](mailto:julie@stamatolaw.com)

Buyer: **COUNTY OF SONOMA**  
c/o Sonoma County Public Infrastructure  
Attn: Director  
400 Aviation Boulevard, Suite 100  
Santa Rosa, CA 95403  
Email: [SPI-RealEstate@sonoma-county.org](mailto:SPI-RealEstate@sonoma-county.org)

or such other address as either Party may from time to time specify in writing to the other.

(d) Brokers and Finders. Neither Party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein, except for **Keegan & Coppin Company, Inc. Attn: Shawn Johnson ("Buyer's Broker") and JLL Attn: Glen W. Dowling, Laura Duffy, and Jordan T. Lazor ("Seller's Broker")**. On the express condition that Closing for the sale and purchase of the Property has occurred and Seller has received the Purchase Price under this Agreement, Seller shall pay, through escrow and without offset, a real estate commission equal to One and One-Half Percent (1.5%) of the Purchase Price to Buyer's broker. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any contract, dealings or communication, the Party through whom the broker or finder makes his claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other Party in defending against the same. Buyer and Seller each agree to indemnify, defend and hold the other harmless for, from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or paid or incurred by either Party by reason of: (a) any claim to any broker's, finder's or other fee in connection with this transaction by any Party claiming by, through or under such Party; and (b) any breach of the representations and warranties made by such Party in this Section 16(d). The provisions of this Section 16(d), including the indemnity obligations set forth in this Section 16(d), shall survive the Closing or the termination of this Agreement.

(e) Successors and Assigns; Assignment by Buyer. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns; provided, that, except as set forth in this Section 16(e), Buyer may not assign any of its rights or duties under this Agreement without the prior written consent of Seller. Notwithstanding the foregoing, Buyer may, in its sole discretion, assign all or a portion of its rights and interests under this Agreement to another County-based entity, successor agency or other County-based entity with a common board of supervisors and/or directors, provided, that (i) Buyer shall deliver to Seller written notice of its intention to do so at least ten (10) business days prior to Closing, and (ii) Buyer and the proposed assignee shall execute an assignment and assumption of this Agreement in form and substance reasonably satisfactory to Seller. No such assignment by Buyer shall relieve Buyer of its obligations under this Agreement.

(f) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(g) Attorneys' Fees. Should any party hereto employ an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all reasonable attorneys' fees and all costs, whether incurred at the trial or appellate level, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees and the cost of any bonds, whether taxable or not, and such reimbursement shall be included in any judgment, decree or final order issued in that proceeding. The "prevailing party" means the party in whose favor a judgment, decree, or final order is rendered.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(i) Merger of Prior Agreements. The Confidentiality Agreement shall not merge with this Agreement and shall remain in effect in accordance with the terms therein. This Agreement and the exhibits hereto, and the Confidentiality Agreement, constitute the entire agreement between the Parties with respect to the purchase and sale of the Property and supersedes all prior agreements and understandings between the Parties hereto relating to the subject matter hereof.

(j) Time of the Essence. Time is of the essence of this Agreement. In the event that a date for performance of any obligations under this Agreement, or the expiration of any time period, falls on a Saturday, Sunday or a holiday on which national banks are required to be closed, the date for performance of such obligation, or the expiration of such time period, shall be adjusted to be the next occurring calendar day which is not a Saturday, Sunday or such bank holiday. As used in this Agreement, a "**business day**" is other than a Saturday, Sunday or such bank holiday and each reference to a "**day**," as opposed to a "business day," means a calendar day.

(k) Headings. The headings used herein are for the purposes of convenience only and should not be used in construing the provisions hereof.

(l) Partial Invalidity. If any term, covenant or condition of this Agreement or its application to any person or circumstances will be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances will not be affected.

(m) No Waiver. No consent or waiver by either Party to or of any breach or any representation, covenant or warranty will be construed as a consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.



(n) Interpretation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement, and this Agreement will be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement.

(o) Limited Liability. To the fullest extent under the law, to constituent partner or member in or agent of Seller, nor any advisor, trustee, director, officer, member, manager, partner, employee, beneficiary, shareholder, participant, representative or agent of Seller or of any entity that is or becomes a constituent partner or member in Seller or an agent of Seller (collectively, "Seller's Affiliates") 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 its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's any claim or for any performance. Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. The provisions of this section shall survive the Closing and any termination of this Agreement.

(p) Waiver of Jury Trial. The Parties desire and intend that any dispute or controversy arising between them with respect to, or in connection with, this Agreement be subject to expeditious resolution in a court trial without a jury. Therefore, each Party, irrevocably, unconditionally, and to the greatest extent permitted by law (if any), waives any right it may have to a trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by any Party against the other Party on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship of the Parties concerning the subject matter of this Agreement or the documents related thereto or any claim of injury or damage, or the enforcement of any remedy under any statute, law, ordinance, rules or regulation now or hereafter in effect concerning this Agreement. Each of the Parties certifies and acknowledges that (i) it understands and has considered the implications of such waiver, (ii) it makes such waiver voluntarily, and (iii) it has been induced to enter into this Agreement by, among other things, the mutual waiver and certifications set forth in this Section.

(q) Unity of Property. Notwithstanding anything to the contrary contained in this Agreement, it is the intention of the Parties that Seller will convey the Property in its entirety to Buyer at Closing pursuant to the terms of this Agreement. Without limitation of the foregoing, Buyer may not in any circumstance elect to proceed with acquisition of only a portion of the Property, and any termination of this Agreement by Seller or Buyer pursuant to the terms of this Agreement shall be deemed a termination of this Agreement in its entirety and with respect to the entire Property.

(r) Execution in Counterparts; Facsimile or E-Mail Execution. This Agreement may be executed in counterparts, each of which may be executed by fewer than all the Parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any Party's signature to a copy hereof shall be deemed a signature to, and may be attached to, any other identical copy hereof. The exchange of copies of this Agreement and of signature pages by DocuSign, facsimile, scanned e-mail transmission or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the exchanging Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by DocuSign, facsimile, scanned e-mail or other electronic transmission shall be deemed to be their original signatures for all purposes.

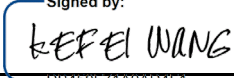
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

“SELLER”: **NGCRE Investment V, LLC**, a Delaware limited liability company

By: **NGCRE Group 8 LP**, a Delaware limited partnership, Its Sole Member

By: **NGCRE Partners 8, LLC**, a California limited liability company, Its General Partner

Signed by:  
  
By: \_\_\_\_\_  
Kefer Wang, Manager

“BUYER”: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: \_\_\_\_\_  
Sonoma County Public Infrastructure

The Sonoma County Public Infrastructure Director is authorized to execute this Purchase and Sale Agreement, pursuant to Sonoma County Board of Supervisors’ action dated \_\_\_\_\_, 2025.

APPROVED AS TO FORM FOR BUYER:

\_\_\_\_\_  
Deputy County Counsel

REFERRED FOR APPROVAL:

\_\_\_\_\_  
C. Warren Sattler, Real Estate Manager  
Sonoma County Public Infrastructure

**Exhibit A**

**LEGAL DESCRIPTION**

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

Parcel One:

Lot 2, as shown upon the map entitled "AIRPORT-BRICKWAY SUBDIVISION", filed February 24, 2003, in Book 645, at Pages 8-12, Sonoma County records.

Parcel Two:

Those certain private access, water, storm drain, and sewer easements over Lots 1, 3, and 4, and 15 foot, 17 foot, and 26 foot private access, water, storm drain and sewer easements over Lots 1, 3, and 4, as said easements and lots are shown on the above said map.

Parcel Three:

Lot 3, as shown upon the map entitled "AIRPORT-BRICKWAY SUBDIVISION", filed on February 24, 2003, in Book 645, at Pages 8-12, Sonoma County records.

EXCEPTING THEREFROM that portion as set forth in that certain Grant Deed to the County of Sonoma recorded April 16, 2004, under 2004-55182, Sonoma County records.

Parcel Four:

Those certain private access, water, storm drain and sewer easements over Lots 1, 2, and 4, and 15 foot, 17 foot, and 26 foot private access, water, storm drain and sewer easements over Lots 1, 2, and 4, as said easements and lots are shown on the above said map.

Parcel Five:

A general utility easement as granted and defined in the "Santa Rosa Corporate Center Easement Maintenance Agreement" recorded November 30, 2004 as Document No. 2004-179098 Sonoma County records.

APN: 059-360-007 and 059-360-008-000

**Exhibit B**  
**Intentionally Omitted**

**Exhibit C**

**BILL OF SALE**

This Bill of Sale ("Bill of Sale") is executed as of \_\_\_\_\_, 20\_\_, by **NGCRE INVESTMENT V, LLC**, a Delaware limited liability company ("Seller"), in favor of the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Buyer").

**RECITALS**

WHEREAS, Seller and Buyer have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2025 ("Purchase Agreement") whereby Buyer has agreed to purchase that certain real property commonly known as 3850 and 3880 Brickway Boulevard, located in Santa Rosa, California, being further described as Assessor's Parcel Nos. **059-360-008 and 059-360-007** ("Property"), and more particularly described in **Exhibit A** of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer to Buyer all of Seller's rights and interests in all personal property at the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

**AGREEMENT AND TRANSFER**

1. The "Effective Date" of this Bill of Sale shall be the Closing Date of the sale and purchase of the Property under the Purchase Agreement.
2. As of the Effective Date, Seller hereby grants, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in the personal property, if any, located in and upon the Property and used in connection with the operation of improvements on the property (*individually and collectively*, the "Personal Property"). Other than as to the personal property of any lawful tenant, there are no exclusions of any of the personal property at or upon the Property.
3. This Bill of Sale is made without any covenant, warranty or representation by, or recourse against, Seller, and Seller does not have any indemnification obligations with respect to any matters relating to the Personal Property.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the Effective Date.

"SELLER": **NGCRE Investment V, LLC**, a Delaware limited liability company

**By:** **NGCRE Group 8 LP**, a Delaware limited partnership,  
Its Sole Member

**By:** **NGCRE Partners 8, LLC**, a California limited liability company,  
Its General Partner

**By:** \_\_\_\_\_  
Kefei Wang, Manager

**Exhibit D**

**ASSIGNMENT OF SERVICE CONTRACTS, WARRANTIES AND GUARANTIES,  
AND OTHER INTANGIBLE PROPERTY**

THIS ASSIGNMENT of Contracts, Warranties and Guaranties, and Other Intangible Property ("Assignment") is entered into as of \_\_\_\_\_, 20\_\_, by and between **NGCRE INVESTMENT V, LLC**, a Delaware limited liability company ("Assignor") and **COUNTY OF SONOMA**, a political subdivision of the State of California ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "parties" and singularly, as "party."

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2025 ("Purchase Agreement") in which Assignee has agreed to purchase that certain improved real property commonly known as 3850 and 3880 Brickway Boulevard, located in Santa Rosa, California, being further described as Assessor's Parcel Nos. **059-360-008 and 059-360-007** ("Property"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all rights in and to the Warranties and Guaranties (as defined in this Assignment) and the Agreements (as defined in this Assignment); and

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the Parties hereby agree as follows:

1. The "Effective Date" of this Assignment shall be the Closing Date of the sale and purchase of the Property under the Purchase Agreement.

2. As of the Effective Date, to the extent assignable, Assignor hereby grants, conveys, transfers, assigns to Assignee, and Assignee accepts, all of Assignor's right, title and interest in:

- (a) all warranties and guaranties made by or received from any third party for any building, building component, structure, fixture, machinery, equipment, or material situated on or contained in any building or other improvements situated on or comprising a part of the Property, including, without limitation, those on **Schedule D-1**, attached to this Assignment and incorporated by reference (collectively, "Warranties and Guaranties");
- (b) all governmental permits, registrations, certificates and/or licenses, goodwill associated with businesses operated at the Property, contracts rights, trademarks, logos, copyrights and/or other items of intangible property relating to the ownership or operation of the property, any condemnation or insurance award or other awards now pending or made after the Effective Date by any entity or any governmental authority or board with respect to the Property, and all other intangible property now or in the future owned by Assignor in connection with the Property or any improvements or personal property located on the Property or other rights relating to the ownership, use or operation of the Property, and the agreements, utility contracts, janitorial, landscaping, and/or concession contracts, service contracts, maintenance contracts, operating contracts, set forth on **Schedule D-2**, attached to this Assignment and incorporated by reference

3. Assignor hereby represents and warrants only that it has not previously assigned Warranties and Guaranties or the Agreements, contract rights and other rights assigned hereby. Assignor makes no other representation or warranty in connection with this Assignment and this Assignment is made without recourse to Assignor.

4. This Assignment shall be binding on and inure to the benefit of the Parties to it, their heirs, executors, administrators, successors in interest, and assigns.

5. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected.

6. The singular form shall include the plural and vice versa. This Assignment 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 Assignment.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

8. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

9. Whenever requested to do so by the other Party, each Party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments of documents that are necessary, expedient, or proper to complete any conveyances, transfers, sales, and assignments contemplated by this Assignment. In addition, each Party shall do any other acts and execute, acknowledge, and deliver any requested documents in order to carry out the intent and purpose of this Assignment.

10. In the event of any litigation between Assignor and Assignee arising out of the obligations of the Parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing Party shall pay the prevailing Party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees. Any action brought to enforce the obligations of Assignor under this Assignment, the judgment or decree shall be subject to the Survival Period, as defined in the Purchase Agreement.

11. Nothing in this Assignment, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies. None of the terms and conditions of this Assignment shall create a partnership between or among the parties to this assignment and respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

12. This Assignment shall be governed and construed in accordance with California law.

*[remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment in conjunction with the Purchase Agreement.

“ASSIGNOR”: **NGCRE Investment V, LLC**, a Delaware limited liability company

**By:** **NGCRE Group 8 LP**, a Delaware limited partnership,  
Its Sole Member

**By:** **NGCRE Partners 8, LLC**, a California limited liability company,  
Its General Partner

**By:** \_\_\_\_\_  
Kefei Wang, Manager

‘ASSIGNEE’: **COUNTY OF SONOMA**, a political subdivision of the State of California

**By:** \_\_\_\_\_  
Sonoma County Public Infrastructure

APPROVED AS TO FORM  
FOR ASSIGNEE:

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
C. Warren Sattler, Real Estate Manager  
Sonoma County Public Infrastructure

\_\_\_\_\_



**SCHEDULE D-1**

**[Warranties and Guarantees]**

**SCHEDULE D-2**

**[Agreements]**

**Exhibit E**

**CERTIFICATE OF NON-FOREIGN STATUS  
(FIRPTA AFFIDAVIT)**

TO: County of Sonoma

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the County of Sonoma, a political subdivision of the State of California ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by NGCRE Investment V, LLC, a Delaware limited liability company ("Seller"), NGCRE Group 8 LP, a Delaware limited partnership ("Transferor"), hereby certifies the following:

1. Seller is a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).
2. Transferor is the sole member of Seller.
3. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulation).
4. Transferor's U.S. taxpayer identification number is \_\_\_\_\_.
5. Transferor's address is:

39510 Paseo Padre Parkway, Suite 310  
Fremont, CA 94538

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: \_\_\_\_\_

NGCRE Group 8 LP, a Delaware limited partnership

By: NGCRE Partners 8, LLC, a California limited liability company,  
Its General Partner

By: \_\_\_\_\_

**Exhibit F**

**DESIGNATION AGREEMENT  
(Escrow No. \_\_\_\_\_)**

This DESIGNATION AGREEMENT (the "Agreement") is entered into by and between **NGCRE INVESTMENT V, LLC**, a Delaware limited liability company ("Seller"), the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Buyer") and **FIRST AMERICAN TITLE COMPANY**, a California corporation ("Escrow Holder").

**I. RECITALS**

- A. Pursuant to that certain Purchase Agreement entered into by and between Seller and Buyer, dated \_\_\_\_\_, 2025 (the "Purchase Agreement"), Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller, that certain improved real property commonly known as 3850 and 3880 Brickway Boulevard, located in Santa Rosa, California, being further described as Assessor's Parcel Nos. **059-360-008 and 059-360-007** ("Property"). The purchase and sale of the Property pursuant to the Purchase Agreement is sometimes referred to below as the "Transaction".
- B. Section 6045(e) of the United States Internal Revenue Code and the regulations promulgated thereunder (collectively, the "Reporting Requirements") require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the Transaction.
- C. Pursuant to the Purchase Agreement, an escrow has been opened with Escrow Holder through which the Transaction will be or is being closed. Escrow Holder is either (i) the person responsible for closing the Transaction (as described in the Reporting Requirements) or (ii) the disbursing title or escrow company that is most significant in terms of gross proceeds disbursed in connection with the Transaction (as described in the Reporting Requirements).
- D. Seller, Buyer and Escrow Holder desire to designate Escrow Holder as the "Reporting Person" (as defined in the Reporting Requirements) with respect to the Transaction as permitted by Treas. Reg. §1.6045-4(e)(5).

**II. AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller, Buyer and Escrow Holder agree as follows:

- 1. Escrow Holder is hereby designated as the Reporting Person for the Transaction. Escrow Holder shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction.
- 2. Escrow Holder hereby requests Seller to furnish to Escrow Holder Seller's correct taxpayer identification number. Pursuant to such request, Seller hereby certifies to Escrow Holder, under penalties of perjury that Seller's correct taxpayer identification number is \_\_\_\_\_. Seller acknowledges that any failure by Seller to provide Escrow Holder with Seller's correct taxpayer identification number may subject Seller to civil or criminal penalties imposed by law.

3. The names and addresses of the Parties hereto are as follows:

Seller: **NGCRE INVESTMENT V, LLC**

---

c/o 39510 Paseo Padre Parkway, Suite 310  
Fremont, California 94538

Buyer: **COUNTY OF SONOMA**

c/o Sonoma County Public Infrastructure  
Attn: Director  
400 Aviation Boulevard, Suite 100  
Santa Rosa, California 95403

Title

Company: **FIRST AMERICAN TITLE INSURANCE COMPANY**

Attn: Carol Herrera  
333 W. Santa Clara Street, Suite 220  
San Jose, CA 95113

4. Each of the Parties hereto shall retain this Agreement for a period of four (4) years following the calendar year during which the date of closing of the Transaction occurs.

*[remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, the Parties have entered into this Agreement.

SELLER: **NGCRE Investment V, LLC**, a Delaware limited liability company

By: **NGCRE Group 8 LP**, a Delaware limited partnership,  
Its Sole Member

By: **NGCRE Partners 8, LLC**, a California limited liability company,  
Its General Partner

By: \_\_\_\_\_  
Kefei Wang, Manager

BUYER: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: \_\_\_\_\_  
Sonoma County Public Infrastructure

TITLE COMPANY: **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation

By: \_\_\_\_\_

**Exhibit G**

**FORM OF TENANT ESTOPPEL CERTIFICATE**

TO: COUNTY OF SONOMA  
Sonoma County Public Infrastructure  
Attn: Director  
400 Aviation Boulevard, Suite 100  
Santa Rosa, CA 95403

*With a copy to:*  
COUNTY OF SONOMA  
Sonoma County Public Infrastructure  
Attn: Real Estate Manager  
400 Aviation Boulevard, Suite 100  
Santa Rosa, CA 95403

Re: Lease between Medtronic Vascular, Inc., a \_\_\_\_\_, as tenant ("**Tenant**") and NGCRE Investment V, LLC, a Delaware limited liability company ("**Landlord**"), for the Premises located at 3850 Brickway Boulevard (the "3850 Lease")

And

Lease between Tenant and Landlord for the Premises located at 3880 Brickway Boulevard (the "3880 Lease")

Ladies and Gentlemen:

This estoppel certificate is delivered by Tenant to the **COUNTY OF SONOMA** ("**Buyer**") in connection with its contemplated purchase of certain improved real property commonly known as **3850 and 3880 Brickway Boulevard**, located in Santa Rosa, California, being further described as Assessor's Parcel Nos. **059-360-008 and 059-360-007** ("Property"), from Landlord. Tenant hereby certifies the following information to Landlord, Buyer and any assignee of Buyer who purchases the Property from Landlord, any lender that finances the acquisition of the Property on behalf of Buyer or its assignee, and each of their respective successors and assigns ("**Reliance Parties**"). Each of the Reliance Parties may rely on the information set forth below in connection with its purchase of the Property or any loan secured by the Property, as applicable.

1. Attached as Exhibit 1 is a complete and accurate copy of the 3850 Lease, and a list of all amendments or modifications thereto.
2. Attached as Exhibit 1 is a complete and accurate copy of the 3880 Lease, and a list of all amendments or modifications thereto.
3. The 3850 Lease and the 3880 Lease (collectively, the "Leases") contain all the agreements between Tenant and the Landlord concerning the Property.
4. Each Lease [has expired][will expire on its terms] as of March 31, 2025. Tenant did not exercise any options under the Leases to extend the terms of the Leases. Tenant and Landlord have not entered into any negotiations nor agreements to extend, renew, or provide an option for extending or renewing, the Leases. Beginning on April 1, 2025, Tenant will not have any further rights in the Property, including any right to lease, acquire or otherwise occupy the Property.
5. Tenant has no options or rights of first refusal with respect to purchasing any interest in the buildings subject to the Leases or the Property.

6. Tenant has no options or rights of first refusal with respect to renting additional space in the buildings subject to the Leases or at the Property.

7. Tenant's leasehold interest under the Leases has not been assigned, hypothecated, or pledged as security.

8. There is no sublease or sublicense of any portion of the Property or assignment of Tenant's interest under the Leases currently in effect.

9. Tenant will have complied with, or has complied with, all of its obligations under the Leases concerning surrender of the Property by Tenant to Landlord at end of the Leases term, including without limitation the obligation to complete all maintenance, repair, restoration and/or replacement of/to equipment and systems, such that the Property is delivered/has been delivered to Landlord in good operational condition.

10. Tenant relinquishes any rights with respect to any furniture or other personal property left behind at the Property after expiration of the Leases. Such furniture or other personal property is not subject to any liens in favor of third parties.

10. The premises subject to the Leases have been vacated by Tenant in the condition required under the Leases. Landlord has accepted the condition thereof, and requires no further restoration or alterations. Landlord has fulfilled all its performance obligations.

11. Tenant has no knowledge of any violation of any environmental law or regulation that currently exists with respect to the Property.

12. There are no unpaid or outstanding claims, bills or invoices for any labor performed upon or materials furnished to either the Tenant or Property for which any materialmen, suppliers and mechanic's liens have been asserted or may be asserted against either the Tenant or Property.

13. Tenant is not in bankruptcy and is not now contemplating filing for bankruptcy. There are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or equivalent laws for debtor relief of any state thereof.

14. There are no existing, pending or, to Tenant's knowledge, threatened lawsuits affecting the Property or the Leases or between Tenant and Landlord.

EXECUTED and effective as of \_\_\_\_\_, 20\_\_

TENANT: MEDTRONIC VASCULAR, INC. a \_\_\_\_\_

By: \_\_\_\_\_



**EXHIBIT 1 TO TENANT ESTOPPEL CERTIFICATE  
LIST OF LEASE DOCUMENTS**

**Exhibit H**

**FORM OF GRANT DEED**

**RECORDING REQUESTED BY  
COUNTY OF SONOMA**  
.....

**WHEN RECORDED, RETURN TO:  
COUNTY OF SONOMA  
PUBLIC INFRASTRUCTURE.  
ATTN: Real Estate Manager  
400 Aviation Boulevard, Suite 100  
Santa Rosa, CA 95403**

**SPACE ABOVE THIS LINE IS FOR  
RECORDER'S USE**

<b>GRANT DEED</b>	<b>Record free per Gov. Code 6103.</b> Requested by Sonoma County Public Infrastructure Department.
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Transfer Tax Exempt - CA Code RTC 11922

The undersigned Grantor(s), for valuable consideration received, hereby  
**GRANT(S) to THE COUNTY OF SONOMA**, a political subdivision of the State  
of California ("**Grantee**"),

All that real property situated in the County of Sonoma, State of California, described in **Exhibit A**  
attached hereto and incorporated herein;

Together with all rights, privileges and easements appurtenant to the Real Property, including, without  
limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Real Property,  
as well as all development rights, air rights, water, water rights and water stock relating to the Real  
Property and any other easements, rights-of-way or appurtenances used in connection with the  
beneficial use and enjoyment thereof.

**Grantor**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

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 \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_

On \_\_\_\_\_ before \_\_\_\_\_ me,  
\_\_\_\_\_, Notary Public(here insert name and title of  
the \_\_\_\_\_ officer), 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)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this Grant Deed dated \_\_\_\_\_, 2025, from \_\_\_\_\_

\_\_\_\_\_ (collectively, "Grantor"), to the County of Sonoma, a political subdivision of the State of California is hereby accepted by order of the Board of Supervisors of the County of Sonoma on \_\_\_\_\_, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 202--

\_\_\_\_\_  
Sonoma County Public Infrastructure

**EXHIBIT "A"**  
Legal Description

**Exhibit I**

Within seven (7) business days after the Effective Date of the Purchase Agreement, Seller, at its own expense, shall deliver digitally, via a shared file location such as Drop Box, to Buyer all of the following documents and information with labeled file descriptions, to the extent that such documents and information currently exist and are in Seller's possession or under Seller's control:

1. Documents of significance Seller possesses regarding the financial condition of the Property, including but not limited to financial statements describing common area maintenance expenses, planned activities and reserves;
2. Documentation of encumbrances, including loans, claims, liens, leases and licenses;
3. Complete copies of existing tenant leases and past tenant leases, and amendments thereto and estoppel certificates for last five years, and guaranties of leases, if any;
4. All building inspection reports, construction drawings, as-built final construction plans, and/or surveys to the Property;
5. Copies of all governmental permits, registrations, certificates and/or licenses, any and all permits and entitlements related to the construction of the building and/or use thereof by tenants;
6. All Phase I and Phase II environmental assessment reports, if applicable, together with all letters and other documents of significance from the Regional Water Quality Control Board or any other governmental agency having jurisdiction over the environmental condition of the Property;
7. Geotechnical and other soils reports, if any;
8. All other engineering inspections or reports;
9. Copies of all current maintenance and service agreements to which Seller is a party, including janitorial, landscaping, parking lot maintenance and/or concession contracts, and operating contracts, and all maintenance, engineering, and building systems reports and correspondence received by Seller and/or its asset or property manager(s) from Tenant Medtronic Vascular, Inc. ("Medtronic"), pertaining to the Property and or conditions thereon or therein, including all material documentation regarding any tenant improvements or premises restoration or surrender work associated with Medtronic's vacation of and or preparations for vacation of the Property, and material correspondence, if any, concerning any challenges or disputes concerning Medtronic's vacation of or preparations for vacation of the Property;
10. Copies of all guarantees and/or warranties covering the Property, improvements, fixtures, equipment and appliances or any part thereof;
11. All reports performed by Seller or any third-party expert pertaining to the physical condition of the Property;
12. All reports performed by Seller or any third-party expert identifying any natural hazards nearby or on which the Property is located;
13. Natural Hazards Disclosure Report and all other applicable, fully completed property disclosure form(s) legally required to be delivered by Seller under state or local law;
14. Certificates of Insurance for all insurance policies relating to the Property that are in effect and carried by Seller, and proof of insurance and any insurance claims filed with Seller's insurance companies for last 10 years;

15. Property financial information, including operating statements, capital expenditure records, tax assessments, tax bills and utility bills, and building maintenance records during Seller's ownership of the Property; and

16. Copies of all reports and analyses concerning any common area maintenance management, budget, operating expenses and reserves; copies of minutes and other records of the common area maintenance and planned activities, generated by the owners association and property management for the business park concerning the Property.

17. Schedule of Personal Property to be conveyed to Buyer.

**Exhibit J**

**JOINDER BY TITLE COMPANY**

**FIRST AMERICAN TITLE INSURANCE COMPANY**, referred to in this Agreement as the "Escrow Holder," hereby acknowledges that it received this Agreement executed by Seller and Buyer on \_\_\_\_\_, 2025, and accepts and agrees to perform each and all of the obligations of and instructions for the Escrow Holder as set forth herein.

DATE: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Name: Senior Commercial Escrow Officer  
Title:

Address:  
333 W. Santa Clara Street, Suite 220  
San Jose, CA 95113  
Telephone: (408) 451-7829  
E Fax: (714) 481-9893  
Email: [CMHerrera@firstam.com](mailto:CMHerrera@firstam.com)