PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "**Agreemen**t") is made as of __________________ _______, 20___ (the "**Effective Date**") by and between JANNEY PROFESSIONAL CENTER, a California general partnership ("**Seller**") and the COUNTY OF ORANGE, a political subdivision of the State of California ("**Buyer**" or "**County**"). The Seller and Buyer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Seller is the owner of that certain improved commercial real property consisting of a fee simple interest in the Assessor's Parcel Number 005-181-37 located at 840 North Birch Street, Santa Ana situated in the County of Orange, State of California and legally described in Exhibit A and depicted in Exhibit B attached hereto and by this reference made a part hereof (the "**Property**").

B. Seller desires to sell and convey to Buyer, and Buyer desires to purchase and accept from Seller, the Property in accordance with and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, and for good and valuable consideration, the adequacy of which is acknowledged, Seller and Buyer agree and contract as follows:

AGREEMENT

1. Escrow. The transaction herein shall be effected through an escrow ("**Escrow**") with Fidelity National Title Insurance Company ("**Escrow Agent**" or "**Title Company**") as established by this Agreement and any additional written escrow instructions required by Escrow Agent and approved by Seller and Buyer as evidenced by their respective signatures thereon. In the event of any conflict, uncertainty or ambiguity between or in respect of any additional written escrow instructions and this Agreement, the provisions of this Agreement shall govern and control. This Agreement constitutes joint escrow instructions for the Escrow Agent to complete the transaction contemplated herein. Escrow shall be deemed "opened" on the date the Escrow Agent receives a fully executed copy of this Agreement, which in no event shall be later than five (5) business days after the mutual execution of the Purchase Agreement. Escrow shall confirm to each Party the date of opening of Escrow ("**Opening of Escrow**"). From and after the Opening of Escrow through the Close of Escrow (as defined below), Seller shall maintain the Property in its current condition and repair and will neither create nor permit the creation of any easements, liens, or other encumbrances on the Property.

2. The Property. Seller shall sell and convey to Buyer, and Buyer shall purchase and accept from Seller the Property which includes the following:

(a) The Property;

(b) All intangible matters including tenements, hereditaments, easements, rights-of-way and appurtenances owned by Seller and belonging or in anywise appertaining to the same and as more specifically described in the "Assignment of Appurtenant Rights" between Seller, as the assignor, and Buyer, as the assignee, conveying Seller's interest, attached hereto (the "**Assignment of Rights**"), in substantially the same form attached hereto and by this reference made a part hereof as Exhibit C;

(c) All of the right, title and interest of Seller in and to all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by applicable government authorities prior to the Close of Escrow in connection with the Real Property and the Improvements thereon, together with all renewals and modifications thereof;

(d) All amenities, betterments, buildings, fixtures and other improvements, if any, owned by Seller located upon the Property (the "**Improvements**");

(e) All water and water rights (whether riparian, appropriative, overlying, prescriptive, or otherwise and whether or not appurtenant) in, relating to or used in connection therewith owned by Seller and not reserved in prior deeds of record;

(f) All oil, gas, minerals and other hydrocarbon substances within or underlying the Property; and,

3. Purchase Price. The purchase price for the Property shall be one million four hundred thousand dollars and zero cents ($1,400,000.00) (the "**Purchase Price**").

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) Earnest Money Deposit. Within five (5) business days following the Opening of Escrow, Buyer will deposit with Escrow, fifty thousand dollars and zero cents ($50,000.00) (the "**Earnest Money Deposit**"). The Earnest Money Deposit shall be applicable to the Purchase Price at Close of Escrow.

(b) Independent Contract Consideration. Concurrently with Buyer's delivery of the Earnest Money Deposit to the Escrow Agent, County shall deliver to Escrow Agent the sum of $100.00 (the "**Independent Contract Consideration**"), which shall be immediately released by Escrow Agent to Seller, and shall be accepted by Seller as the independent contract consideration for Seller's execution and delivery of this Agreement and the rights extended to Buyer hereunder. The Independent Contract Consideration is earned as of the execution hereof by Buyer and Seller, and is nonrefundable under all circumstances. At Closing, the Independent Contract Consideration shall also be applied to the Purchase Price.

(c) Cash Balance. On or before the date which is one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow in cash or other immediately available funds, or by federal wire of immediately available funds, the balance of the Purchase Price, together with Buyer's share of prorations and expenses, if any ("**Closing Funds**").

5. Investigation and Approval of Property.

(a) Right to Inspect Property. Seller shall make available to Buyer certain documents relating to the Property ("**Property Documents**") more particularly described on Exhibit D attached hereto and by this reference made a part hereof, within ten (10) business days of the Effective Date. Within the period commencing upon the Opening of Escrow and ending upon Close of Escrow, Buyer shall have the right, following at least twenty-four (24) hours prior notice to Seller, to inspect the Property at any reasonable time to conduct, at its sole cost and expense, such customary surveys, studies and investigations of all matters pertaining to the Property, the presence or absence of any toxic or hazardous waste material or substance, and any other matters relating in any manner to the Property or any portion thereof or interest therein (collectively "**Investigations**") as Buyer deems necessary concerning the Property. Investigations shall also include review and approval of the Property Documents. Buyer shall not be permitted to conduct any invasive testing on the Property without Seller's prior written consent, which consent Seller may withhold in its reasonable discretion. Buyer shall provide Seller with copies of all reports and studies performed by Buyer without representation or warranty by Buyer. Buyer shall indemnify, defend (through legal counsel reasonably acceptable to Seller), and hold Seller, and the Property, harmless from all damage, loss or liability, including without limitation costs of court, mechanics' liens or claims, environmental contamination or remediation costs, or claims or assertions thereof arising out of or in connection with damage to persons or property, or any environmental condition introduced or worsened by Buyer's inspections or testing, resulting from the entry onto or occupation of the Property by Buyer, its agents, employees and contractors and sub-contractors unless such damage, loss or liability arises from Seller's intentional acts . This indemnity shall survive the termination or expiration of this Agreement. After each such inspection or investigation of the Property, Buyer agrees to immediately restore the Property or cause the Property to be restored to its condition before each such inspection or investigation took place, at Buyer's sole expense. Buyer shall approve or disapprove the Property and the results of any Investigations on or before the expiration of sixty (60) days from the Effective Date, in Buyer's sole and absolute discretion ("**Approval Period**"). Buyer may extend the Approval Period by one (1) additional thirty (30) day period ("**Extended Approval Period**") by providing ten (10) business days prior written notice to Seller ("**Extension Option**"), unless Seller approves a shorter notice period. Buyer will provide Seller with a non-refundable deposit for the Extension Option of twenty-five thousand dollars and zero cents ($25,000.00) ("**Extension Deposit**") which shall be deposited into escrow along with the Extension Option notice. Upon the Close of Escrow, Buyer shall receive a credit against the Purchase Price equal to the Extension Deposit if applicable. Buyer must deliver to Seller written notice ("**Property Disapproval Notice**") disapproving the Property in accordance with Section 21, on or before the expiration of the Approval Period, or Extended Approval Period, if applicable. If the Property Disapproval Notice is not received by Seller on or before the expiration of the Approval Period, or Extended Approval Period, if applicable, the Property and the results of any Investigation will be deemed automatically approved by Buyer. Additionally, during the Approval Period, or Extended Approval Period, if applicable, Buyer may at any time send notice terminating this Agreement, with or without cause, in Buyer's sole discretion, and the Earnest Money Deposit shall be immediately refunded to Buyer.

(b) Title Review. At Opening of Escrow, Buyer shall order a current preliminary title report (the "**PTR**") for the Property together with legible copies of all exceptions to title, recorded documents identified therein and plotted easements (collectively, the "**Title Documents**") from Title Company and shall instruct Escrow Agent to send a copy of the PTR to Seller. Buyer shall have until the expiration of the Approval Period, or Extended Approval Period, if applicable, to give Seller its written notice of its disapproval of any item on the PTR in accordance with Section 21 ("**Title Notice**") below. Seller shall be obligated to remove any Mandatory Cure Items. "**Mandatory Cure Items**" shall mean (i) any liens secured by deeds of trust securing loans made to Seller or Seller's affiliates, (ii) delinquent real property tax or assessment liens for the period prior to the Close of Escrow due to Seller's failure to timely pay such real property taxes or assessments, (iii) judgment liens based on judgments rendered against Seller or Seller's affiliates, (iv) mechanics' or materialmen's liens relating to work contracted for by Seller or Seller's affiliates, or (v) monetary liens, mechanics' liens or materialmen's liens. Following Seller's receipt of the Title Notice, Seller shall have five (5) business days to give written notice to Buyer of Seller's election either to (a) cure such title defects prior to Close of Escrow or (b) refuse to do so. If Seller has not given written notice it shall be deemed that Seller shall cure the disapproved item. Buyer shall have five (5) business days from receipt of Seller's notice of refusal to cure to either waive the Title Notice, or cancel escrow and terminate this Agreement, in which event the full Earnest Money Deposit shall be returned to Buyer and the Parties shall be relieved of any further liability or obligation hereunder except as otherwise expressly provided herein.

6. Closing; Close of Escrow.

(a) Closing. Provided that all of the conditions of this Agreement set forth in Sections 9 and 10, shall have been satisfied or waived, the closing ("**Closing**") of this transaction shall take place at the offices of Escrow Agent sixty (60) days following expiration of the Approval Period, or Extended Approval Period, if applicable, and upon final approval by the County's Chief Real Estate Officer ("**Closing Date**").

(b) Close of Escrow. As used herein, the term "**Close of Escrow**" shall mean the date on which the Grant Deed ("**Deed**") is recorded.

(c) Closing Costs.

(i) Seller shall pay:

(a) One-half (1/2) of the Escrow fees:

(b) The cost of issuing Buyer's Title Policy in CLTA Standard form;

(c) The cost of documentary transfer taxes; and;

(d) The cost of any other obligations of Seller hereunder.

(ii) Buyer shall pay:

(a) One-half (1/2) of the Escrow fees;

(b) The cost to record the Deed, if any; and

(c) The cost of any other obligations of Buyer hereunder.

7. Closing - Seller's Items. Seller shall deliver or cause to be delivered to Escrow Agent at least one (1) day before the Closing Date, the following documents:

(a) The Deed in the form of Exhibit E attached hereto duly executed and acknowledged by Seller.

(b) Two (2) duly executed counterparts of the Assignment of Appurtenant Rights in the form of Exhibit C attached hereto.

(c) An affidavit under Section 1445 of the United States Internal Revenue Code ("**IRC Affidavit**") and a California Form 593-W Withholding Certificate, both duly authorized and executed by Seller.

(d) Two (2) duly executed counterparts of a Bill of Sale in the form of Exhibit H attached hereto (the "**Bill of Sale**"), transferring to Buyer title to all personal property located on or used in connection with the Property. The Bill of Sale shall include a list of any personal property, if any, transferred.

(e) Such additional documents as shall be reasonably required to consummate the transaction expressly contemplated by this Agreement and as may be reasonably required by Title Company or Escrow Agent.

Escrow Agent shall deliver a conformed copy of the Deed and the original IRC Affidavit and each of the other documents and instruments delivered into Escrow by Seller as set forth above to Buyer at the Closing. The Deed shall provide that it is to be returned to Escrow Agent following recordation. When the original Deed is returned to Escrow Agent, Escrow Agent shall deliver the original Deed to Buyer, with a copy showing all recording information to Seller at the address noted in Section 21.

8. Closing - Buyer's Items. Buyer shall deliver or cause to be delivered to Escrow Agent on or before the date, which is one (1) business day prior to the Closing Date:

(a) The Closing Funds as required under Section 4(c).

(b) Two duly executed counterparts of the Assignment of Rights and Bill of Sale.

9. Conditions Precedent to Buyer's Obligation to Close. Buyer's obligation to consummate the transaction contemplated hereunder is subject to the satisfaction or waiver of the conditions set forth below. Escrow Agent shall proceed as though all conditions have been

satisfied or waived unless Escrow Agent receives a written notice from Buyer terminating this Agreement and stating that any one or more of the conditions for the benefit of Buyer is not satisfied. The following conditions are for the benefit of the Buyer and can only be waived by Buyer prior to the Closing Date:

(a) Seller has timely delivered into Escrow all of the Seller's items described in Section 7, above;

(b) The Title Company has committed to issue to Buyer its standard form California Land Title Association ("**CLTA Standard**") Standard owner's policy of title insurance with coverage equal to the Purchase Price (the "**Title Policy**") prior to the Closing Date. The Title Policy shall show title vested in Buyer SUBJECT ONLY TO (collectively the "**Conditions of Title**"):

(i) The printed exceptions contained in the Title Company's standard owner's policy of title insurance (CLTA Standard, then without the standard printed exceptions);

(ii) General and special taxes and assessments not then delinquent;

(iii) The exceptions set forth and approved in the Preliminary Title Report; and

(iv) Any matters created by or with the consent of Buyer.

(c) Seller's timely performance of its obligations hereunder including, but not limited to, delivering the possession of the Property free and clear of any lease or occupancy agreement;

(d) To the best of its knowledge, Seller's representations and warranties are true and correct as of the Closing Date;

(e) There have been no material adverse changes in the Property; and

(f) Satisfaction of all other contingencies in favor of Buyer including evidence the Property will be delivered to Buyer in the condition approved by Buyer under Section 5.

If any of the above conditions are not satisfied at or prior to the Closing, for a reason other than a default by Buyer under this Agreement, Buyer may terminate this Agreement by written notice to Seller and Escrow Agent, whereupon, Escrow shall be canceled, Escrow Agent shall return the full Earnest Money Deposit to Buyer (Seller shall refund to Buyer funds that were previously released to Seller) and any and all documents deposited into Escrow shall be returned to the Party entitled thereto, and the Parties shall have no further rights or obligations hereunder.

10. Conditions Precedent to Seller's Obligation to Close. Seller's obligation to consummate the transaction contemplated hereunder is subject to the satisfaction or waiver of the conditions set forth below. Escrow Agent shall proceed as though all conditions have been satisfied or waived unless Escrow Agent receives a written notice from Seller terminating this Agreement and stating that any one or more of the conditions for the benefit of Seller is not satisfied. The following conditions are for the benefit of Seller and can only be waived by Seller:

(a) Buyer has timely delivered into Escrow the Closing Funds;

(b) Buyer has timely delivered into Escrow the Buyer's items described in Section 8 above;

(c) To the best of its knowledge, Buyer's representations and warranties are true and correct as of the Close of Escrow; and

(d) Buyer has approved the Property in accordance with the provisions of Section 5 hereof.

If any of the above conditions are not satisfied at or prior to the time called for in this Agreement, for a reason other than a default by Seller under this Agreement, following written notice to Buyer and a three (3) day opportunity to cure, Seller may terminate this Agreement by written notice to Buyer and Escrow Agent, whereupon, Escrow shall be canceled, Escrow Agent shall return all funds to Buyer deposited by Buyer into Escrow as of the date Escrow Agent receives Seller's written notice of termination, and any and all documents deposited into Escrow shall be returned to the Party entitled thereto, and the Parties shall have no further rights or obligations hereunder. However, if Buyer exercised its Extension Option, the Extension Deposit provided to Seller remains a non-refundable deposit and shall not be returned should Escrow terminate for a reason other than a default by Seller under this Agreement.

11. Cancellation Fees and Expenses. If Escrow terminates because of the non-satisfaction of any condition for a reason other than the default of Buyer or Seller under this Agreement, Buyer and Seller shall each pay one-half of any escrow cancellation charges and the Earnest Money Deposit shall be returned to Buyer. However, if Escrow terminates because of the default of either Buyer or Seller under this Agreement, the escrow cancellation charges shall be borne solely by the defaulting party and if Buyer is the sole defaulting party, the Extension Deposit shall be retained by Seller as liquidated damages. "Escrow cancellation charges" means all fees, charges and expenses incurred by Escrow Agent as well as all expenses related to the services of the Title Company in connection with issuance of the Title Report and other title matters. Notwithstanding the following, if Buyer exercises their Extension Option, the Extension Deposit provided to Buyer remains a non-refundable deposit and shall not be returned should Escrow terminate for a reason other than a default by Seller under this Agreement.

12. Withholding. Pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**"), Buyer or Escrow Agent is required to withhold ten percent (10%) of the "amount realized" in accordance with the Code, if applicable, unless Seller delivers to Buyer the IRC Affidavit. Escrow agrees to be responsible for either withholding the required portion of the "amount realized" or obtaining the IRC Affidavit.

13. Possession. Possession of the Property shall be delivered to Buyer at the Closing free of any lease or occupancy agreement and in the approved condition.

14. Representations and Warranties.

(a) By Buyer. Buyer represents, warrants and covenants to and with Seller, that Buyer has the right, power, legal capacity and authority to execute, deliver and perform this Agreement. This Agreement constitutes the legal, valid and binding obligation of Buyer.

(b) By Seller. Seller represents, warrants and covenants to and with Buyer, that:

(i) Seller is a general partnership formed and validly existing under the laws of California. Seller has the full right, power and authority to enter into this Agreement and, to transfer all of the Property to be conveyed by Seller pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by Seller;

(ii) the individual who has executed this Agreement on behalf of Seller has the right, power, legal capacity and authority to execute, deliver and perform this Agreement on behalf of Seller;

(iii) this Agreement constitutes the legal, valid and binding obligation of Seller;

(iv) Seller has not received notice, nor to the best of its knowledge, is Seller aware, of any pending or threatened condemnation of all or of any portion of the Property, of any violation of law, rule or regulation, including but not limited to zoning restrictions in respect of the Property, from any governmental authority or agency;

(v) to the best of its knowledge, there are no unrecorded rights of first offer to purchase, rights of first refusal to purchase, purchase options or similar rights or contractually required consents to transfer pertaining to the Property;

(vi) Seller is not a "foreign person" within the meaning of Paragraph 1445(f)(3) of the Internal Revenue Code.

(vii) To Seller's actual knowledge, the environmental condition at the Property complies with applicable environmental laws and regulations.

(a) To Seller's actual knowledge, there are no violations of any appliable law, ordinance, rule or regulation applicable to the Property that have not been cured.

(b) To Seller's actual knowledge, no toxic or hazardous chemicals, waste, or substances of any kind have been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.

(viii) To Seller's actual knowledge, no condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

(ix) To Seller's actual knowledge, there is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property.

(x) Except for the express representations and warranties contained herein, the Property is being sold in an "AS IS" and "WHERE IS" condition, "WITH ALL FAULTS AND DEFECTS", without warrant, express, or implied, as to the condition thereof or otherwise.

(xi) All of the materials provided to Buyer under Section 7 above are true, correct and complete copies of the versions of such materials that are in Seller's possession.

"To the best of its knowledge", as used in this Agreement with regard to Seller's covenants, representations and warranties, shall mean the actual knowledge of Steve Janney.

The representations made in this Section 14 (b) shall survive the Close of Escrow for a period of twelve (12) months following the Close of Escrow and not merge into the Deed. Any claim based on a breach of such representations must be brought within such twelve (12) month period or shall be deemed waived. Liability associated with representations shall be capped at fifteen percent (15%) of the Purchase Price.

Seller hereby agrees, through and including the Closing and at Seller's sole cost and expense to keep all existing insurance policies (including any renewals or equivalents) affecting the Property in full force and effect. Seller hereby agrees that Seller will not terminate or modify, extend of otherwise change any of the terms, covenants or conditions of any Leases, or enter into new leases or any other obligations or agreements affecting the Property without the prior consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

(c) Each Party's representations and warranties made herein are material to the other Party's decision to enter into this Agreement and are being relied upon by the other Party in undertaking its obligations hereunder. Except to the extent set forth in writing prior to the Close of Escrow the representations of each Party made herein shall be deemed made again as of the Close of Escrow for the Property, or any portion thereof without the necessity of further documentation.

15. Indemnification.

(a) By Seller. Subject to Sections 15(d) and 35, Seller shall waive any claim against Buyer for, and shall indemnify, hold harmless and defend Buyer against any claim, loss, damage or expense, including, but not limited to, any and all reasonable attorneys' fees and disbursements, asserted against or suffered by Buyer resulting from the following: (i) any breach by Seller of this Agreement; (ii) any liability or obligation of Seller which Buyer is not required to assume hereunder or accruing prior to such assumption, including, but not limited to, any personal injury or property damage suffered in, on or about the Property or relating thereto occurring before the Closing Date; (iii) the breach of any of the covenants, representations or warranties made by Seller herein; or (iv) any claims from the prior tenant related to the Lease.

(b) By Buyer. Subject to Section 15(d), Buyer shall waive any claim against Seller for, and shall indemnify, hold harmless and defend Seller against any claim, loss, damage or expense, including, but not limited to, any and all reasonable attorneys' fees and disbursements, asserted against or suffered by Seller resulting from the following: (i) any breach by Buyer of this Agreement; (ii) any liability or obligation of Buyer which Seller is not required to assume hereunder or accruing after such assumption, including, but not limited to, any personal injury or property damage suffered in, on or about the Property or relating thereto occurring on or after the Closing Date; or, (iii) the breach of any of the covenants, representations or warranties made by Buyer herein, including, but not limited to, breach of the warranty contained herein. Liability of Buyer to Seller for Buyer's default or breach of this Agreement resulting in Buyer's failure to close the Escrow shall be governed by Section 18(b).

(c) Notice of Claim or Demand. In the event either Seller or Buyer receives notice of a claim or demand against which it is entitled to indemnification pursuant to this Section 15(c), such party shall promptly give notice thereof to the other party. The party obligated to defend and indemnify shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend same with counsel of its own choosing approved by the other party (which approval shall not be unreasonably withheld or delayed). In the event the party obligated to defend and indemnify refuses to defend such claim or fails to properly and effectively defend such claim, then the party entitled to a defense and indemnification may defend such claim with counsel of its own choosing at the expense of the party obligated to indemnify. In such event, the indemnified party may settle such claim without the consent of the indemnifying party.

(d) Remedies to Enforce Indemnification Rights. Subject to Section 15(a), 15(b) and 18(a), the Parties may enforce such indemnification rights by any legal or equitable remedies available to them. This Section 15 shall survive the Closing and the recordation of the Deed, or any earlier termination of this Agreement.

16. Prorations.

(a) Taxes, and assessments will be prorated as of 12:01 a.m. Pacific Time on the Closing Date based on the actual number of days in the month and year in which Closing occurs. Operating and income expenses shall be apportioned on the month that Closing occurs. Seller shall be responsible for all such expenses through the end of the month in which the Closing occurs and shall be entitled to retain (or be paid) all income related to such expenses for such month. Buyer shall be entitled to a credit against the Purchase Price for the real estate tax proration as provided in this Section 16 (a). The apportionment of real estate taxes and assessments shall be made pursuant to the present evidence of real estate taxes and assessments (assessments and rates) available as of the Closing Date. If Closing shall occur before the tax or assessment rate for the current fiscal year of the applicable taxing authority is fixed, the apportionment of real estate taxes and assessments shall be based upon the tax bills for the immediately following taxing authority's fiscal period. The real estate tax and assessment proration shall be based on a 365/366 day year for all taxes and assessments due and payable or otherwise attributable to the year in which Closing occurs.

(b) All prorations shall be final as of Closing, except as otherwise set forth herein. Notwithstanding the foregoing, Buyer and Seller shall reconcile all prorations within forty-five (45) days after the Closing, and following such reconciliation shall adjust in cash any money owed to the other party.

(c) The provisions of this Section 16 shall survive Closing.

17. Broker Representation and Fee. Buyer and Seller acknowledge Colliers exclusively represents the Seller, and Buyer is represented exclusively by Jones Lang LaSalle ("**Brokers**"). There are no other brokerage companies or agents involved in this transaction. Buyer and Seller each indemnifies and agrees to defend and hold the other harmless from and against any loss, cost, liability and expense (except attorneys' fees which each party shall bear), which may be incurred in the event its representations herein prove incorrect. Upon the Close of Escrow, Seller shall pay a brokerage commission equal to five percent (5%) of the purchase price. The brokerage commission shall be split equally between Colliers and Jones Lang LaSalle and paid at Close of Escrow.

18. Default and Remedies.

(a) Seller Default. In the event of a default by Seller of the terms of this Agreement, Buyer shall provide Seller with written notice of such default and Seller shall have ten (10) business days after receipt of such notice to cure the default before Buyer may exercise any remedies hereunder:

(i) Buyer, may terminate this Agreement by written notice delivered to Seller at or prior to the Closing and demand the return of the Earnest Money Deposit and Extension Deposit; and

(ii) Buyer may pursue an action for specific performance; provided, however, that (i) Buyer must commence any action for specific performance within ninety (90) days of the alleged default, and (ii) in no event shall Seller's liability in connection with any specific performance action, or any other claim arising from this Agreement, exceed the Purchase Price.

INITIALS: ______ DS SCJ Initial DEJ

BUYER SELLER

(b) Buyer Default. In the event of a default by Buyer of the terms of this Agreement:

(i) Seller's sole and exclusive remedy for such default shall be to terminate this Agreement by giving notice of such termination to Buyer (with a copy to Escrow Agent) whereupon, Seller shall be entitled to receive the amount of the EarnestMoney Deposit and, if applicable, the Extension Deposit delivered to Escrow Agent as liquidated damages. Said amount has been determined by the Parties to be a reasonable estimate of liquidated damages. The right to receive such liquidated damages shall be Seller's sole and exclusive remedy at law or in equity in the event of the Buyer's failure to purchase the Property and close escrow. Liquidated damages shall not apply until Buyer has approved the Property in accordance with the provisions of Section 5.

INITIALS: ______ SCJ DEJ

BUYER SELLER

19. Condemnation or Casualty. Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow following Seller's receipt of written notice of such casualty or condemnation proceeding. If any such damage or proceeding relates to or may result in the loss of any portion of the Property or the shopping center in which the Property is located, or results in any interference with access to the Property or shopping center, or the visibility of the Property, any signs located on our about the Property or the shopping center from, any adjacent roadways – as determined by Buyer in its sole and absolute judgment. Buyer may, at its option, elect either to: (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any and all compensation, awards, proceeds of any insurance policies, or other payments or relief resulting from such casualty or condemnation proceeding relating to the Property and there shall be no adjustment to the Purchase Price except a credit in an amount equal to Seller's insurance deductible.

20. Attorneys' Fees. In the event of a dispute between the Parties as to any matter relating to or arising out of this Agreement, each Party shall be responsible for its own costs and expenses, including actual attorneys' fees and expert witness fees.

21. Notices. All notices, statements, demands, consents and other communications (the "**Notices**") required or permitted to be given by any party to another party pursuant to this Agreement or pursuant to any applicable law or requirement of public authority shall be properly given only if the Notice is: (a) made in writing (whether or not so stated elsewhere in this Agreement); (b) given by one of the methods prescribed in Section 21; and (c) sent to the party to which it is addressed at the address set forth below or at such other address as such party may hereafter specify by at least five (5) calendar days' prior written notice:

If to Seller:

Janney Professional Center
840 North Birch Street
Santa Ana, CA 92701
Attention: Steven C. Janney &
Douglas E. Janney

With a copy to:

Janney Professional Center
Attention Steven C. Janney
222 Villa Rita Drive
La Habra Heights, CA 90631

If to Buyer:

County Executive Office
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Attention: Thomas A. Miller,
Chief Real Estate Officer

With a copy to:

Office of the County Counsel
400 W. Civic Center Dr., 2nd Floor
Santa Ana, CA 92701
Attention: Michael A. Haubert,
Senior Deputy

Notices may be either: (a) delivered by hand; (b) delivered by a nationally recognized overnight courier which maintains evidence of receipt; (c) electronic mail; or (d) sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt. If any Notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such Notice shall be effective on the date delivery is attempted.

22. Governing Law; Venue. This Agreement shall be construed, enforced, governed by, interpreted and performed pursuant to the internal laws, and not the law of conflicts, of the State of California applicable to agreements, contracts and understandings made and to be performed in such state.

23. Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the Agreement of the parties relating to the Property and supersedes all previous contracts, agreements, and understandings of the Parties, either oral or written, relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

24. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

25. Headings; Constructions. The headings, which have been used throughout this Agreement, have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein,"

"hereof," "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day.

26. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder. Notwithstanding any period for performance of any party's obligation as contained in the General Provisions, the rights of the parties hereunder shall be governed by the dates and times set forth in this Agreement.

27. Opening of Escrow. Escrow Agent is instructed to notify Buyer and Seller in writing that it has opened escrow and the date of such notice shall be the date of opening of Escrow.

28. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors and assigns.

30. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

31. Exhibits. All attached Exhibits and all items delivered into Escrow are incorporated herein.

32. Survival. Except as otherwise provided herein, all covenants contained herein shall survive the closing of the purchase and sale and shall not be deemed merged in the Grant Deed, but shall remain in full force and effect.

33. Assignment. Buyer may not assign or transfer any of its rights, benefits, or privileges hereunder without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed; provided, however, that no such assignment shall release Buyer from its obligations hereunder, and Buyer shall remain jointly and severally liable with any assignee for all obligations under this Agreement.

34. 1031 Exchange. In the event either Party so desires, the parties agree to cooperate with each other in completing the purchase and sale of the Property as part of a tax deferred exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. The parties agree to execute any and all additional documents as may be reasonably

required in connection with such exchange; provided, however, that: (i) the successful completion of any such exchange shall not delay the date of the Close of Escrow as provided for herein; (ii) neither party shall be required to expend additional consideration or incur additional liabilities to the other party or to third parties as a result of any such exchange; (iii) any documents to be executed in connection with any such exchange shall be delivered at least five (5) business days prior to the Close of Escrow; (iv) the cooperating party shall not be required to take legal title to any other real property in connection with any such exchange; and, (v) the exchanging party shall protect, defend, indemnify and hold the cooperating party free and harmless from and against any and all claims, damages, costs and liabilities (including, but not limited to, attorneys' fees and costs) arising out of or relating to such exchange.

35. Risk of Loss: Risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer. In the event that the improvements on the Property are destroyed or damaged between acceptance of this Agreement and the date title is conveyed to Buyer, Buyer shall have the option of demanding and receiving back the Earnest Money Deposit and being released from all obligations hereunder, or alternatively, taking such improvements as Seller can deliver together with an assignment of all insurance proceeds. Upon Buyer's physical inspections and approval of the Property, Seller shall maintain the Property through Closing in substantially the same condition and repair as approved, reasonable wear and tear excepted.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

SELLER

JANNEY PROFESSIONAL CENTER, a California general partnership

**By: DocuSigned by: Steven C. Janney 902D30383E004CE...

Name: Steven C. Janney

Title: Genersal Partner

**By: Signed by: Douglas E. Janney 0514880D669B45B...

Name: Douglas E. Janney

Title: General Partner

** Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County: Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer. One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

[SELLER'S SIGNATURE PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Signed by:

By: Michael A. Haubert
135BE61AB0194AE...

Deputy

BUYER

COUNTY OF ORANGE, a political subdivision of the State of California

By:________________________________

Thomas A. Miller, Chief Real Estate Officer
Pursuant to Minute Order dated __________
Agenda Item _____

[BUYER'S SIGNATURE PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the Effective Date.

"ESCROW AGENT"

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: ______________________________

Name: ____________________________

Title: _____________________________

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 1 IN BLOCK "B" OF THE SANTA ANA INVESTMENT COMPANY TRACT NO. TWO "HATHAWAY'S ADDITION TO SANTA ANA", IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 56, OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

APN: 005-181-37

EXHIBIT B

DEPICTION OF PROPERTY

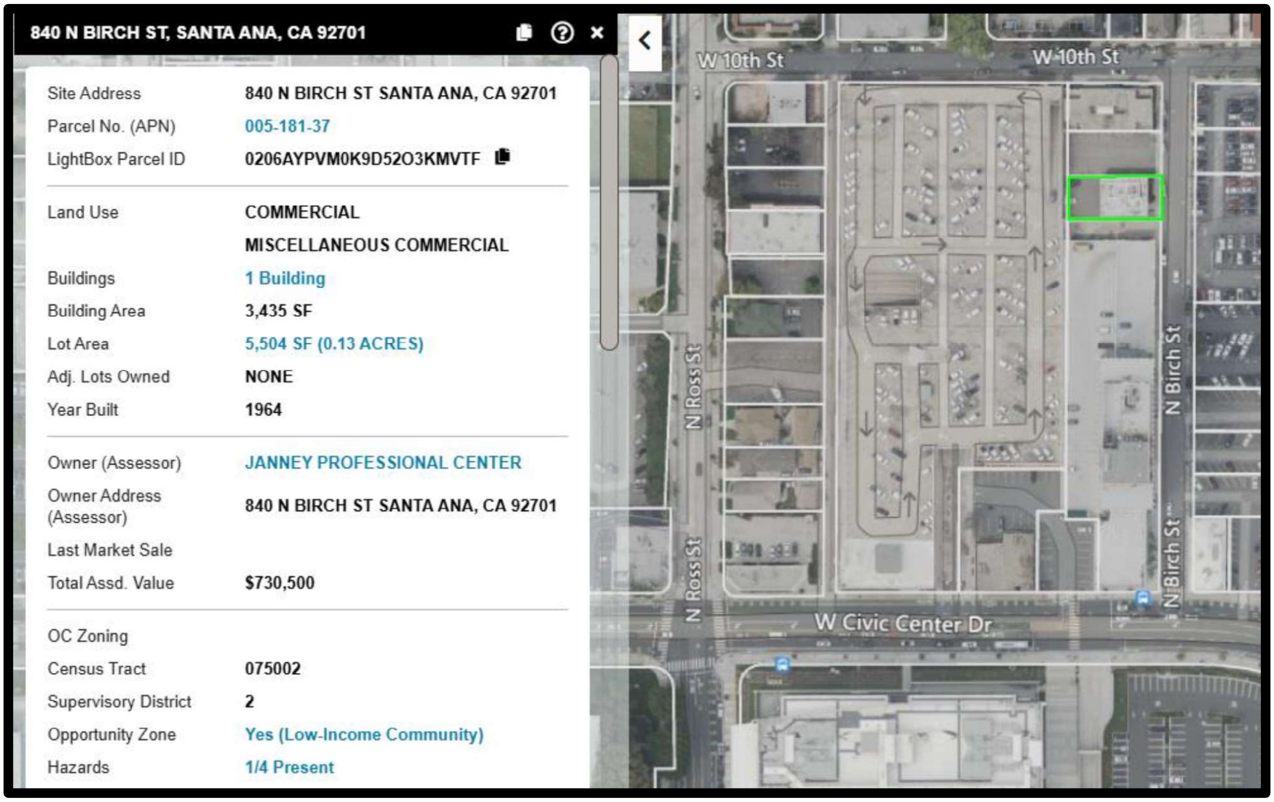

EXHIBIT C

FORM OF
THE ASSIGNMENT OF APPURTENANT RIGHTS

This ASSIGNMENT OF APPURTENANT RIGHTS (this "**Assignment**") is effective as of this ____________ (___) day of _____, 20___, by and among ________________________ ("**Assignor**"), and ______________________ ("**Assignee**"), who agree, and contract as described below. Assignor and Assignee are referred to singularly as a "party" and collectively as the "parties" on a generic basis.

Recitals

This Assignment is made and entered into in reliance on the accuracy of the following facts and circumstances, which are acknowledged by the parties to be accurate, complete and true:

A. Seller is the owner of that certain improved commercial real property, together with any and all amenities, betterments, buildings, fixtures and other improvements thereon, if any, located in ______________________________, ________________and legally described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by reference as if fully set forth at length (the "**Property**");

B. The parties understand that the Property has certain development and entitlement rights that are related thereto (collectively the "**Appurtenant Rights**");

C. On _____________ __, 20____ the parties entered into the "Purchase and Sale and Escrow Instructions" for Assignor's sale to Assignee, and Assignee's purchase from Assignor, of the Property (the "**Agreement**");

D. As required upon the consummation of the transaction contemplated under the Agreement, Assignor desires to assign the Appurtenant Rights to Assignee; and,

E. Assignor believes it is in Assignor's best interests to assign, convey and otherwise transfer the Appurtenant Rights to Assignee. In turn, Assignee believes that it would be in its best interests, and thus desires, to accept the Appurtenant Rights;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby expressly agree and contract as follows:

Assignment

1. Assignment of the Appurtenant Rights. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor assigns all of its interest, right and title in the Appurtenant Rights to Assignee. By this Assignment, Assignor delegates to Assignee all of Assignor's rights in, and duties, obligations and responsibilities of performance, if any, under the Appurtenant Rights. By accepting this Assignment, Assignee agrees to assume or perform its portion of those duties, obligations and responsibilities as if it had

been an original party to the Appurtenant Rights. Notwithstanding the foregoing, and except for the warranty of good title, Assignor is transferring the Appurtenant Rights upon an "AS IS"/"WITH ALL FAULTS"/"WHERE IS" basis to Assignee, which Assignee acknowledges and understands.

2. Further Assurances. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the parties and this Assignment.

3. Binding Effect. This Assignment shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, past, present, and future.

4. No Third Party Beneficiary. This Assignment is made for the sole benefit of the parties and their respective successors and assigns and no other person or persons shall have any right of action hereon.

5. Entire Agreement. This Assignment, the Agreement and the other documents described therein contain the entire agreement between the parties and constitute an integration of the entire agreement, contract, promise and understandings of the parties. All prior agreements, conditions, contracts, promises, representations, understandings, or warranties, whether oral of written, express or implied, concerning the subject matter of this Assignment are expressly superseded hereby and have no further force or effect, except for the Agreement and the other documents described in this Assignment and the Agreement.

6. Governing Law; Venue. This Assignment shall be construed, enforced, governed by, interpreted and performed pursuant to the internal laws, and not the law of conflicts, of the State of California applicable to agreements, contracts and understandings made and to be performed in such state. The parties also agree that this Assignment is made and to be performed in ____________________, and therefore that the only proper venue for any litigation shall be the Orange County Superior Court.

7. Construction. Headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Assignment. As used in this Assignment, the singular includes the plural and masculine includes the feminine and neuter. This Assignment shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties.

8. Separate Counterparts. This Assignment may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract.

9. Effective Date. This Assignment shall become effective as of the date first (1st) written above.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

By: **EXHIBIT ONLY – DO NOT SIGN**

ASSIGNEE:

By: **EXHIBIT ONLY – DO NOT SIGN**

EXHIBIT D

PROPERTY DOCUMENT LIST

The Property Documents are available at:

Dropbox link to be provided upon execution and shall include the following:

1) Copies of all contracts entered into by Seller, including but not limited to, management agreements, unrecorded easements and CC&Rs.
2) To the extent in Seller's control, copies of all reports and studies relating to environmental, soils, geological and ground water conditions or the presence or use of any toxic or hazardous substances on the Property and any wetlands or endangered species reports.
3) Copies of all governmental approvals or permits in Seller's possession.
4) Copies of all casualty, liability and other insurance policies; copies of any claims filed against such insurance and copies of all insurance loss (to the extent applicable).

EXHIBIT E

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County Of Orange
CEO Real Estate
400 W Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

AND MAIL TAX STATEMENTS TO:

Same as above

APN No.: 005-181-37 Space above for recorder

THIS IS TO CERTIFY THAT THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PER GOVT. CODE SEC. 27383 AND IS EXEMPT FROM DOCUMENT TRANSFER TAX PER REV. & TAXATION CODE SECTION 11922.

The undersigned Grantor declares: Documentary Transfer Tax is $_______________.
( ) computed on full value of property conveyed
( ) computed on full value less value of liens and encumbrances remaining at time of sale
( ) Unincorporated area
( ) City of ______________

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JANNEY PROFESSIONAL CENTER, a California general partnership ("***Grantor***") does hereby grant to ____________________________________ ("***Grantee***"), the real property in the County of Orange, State of California, described in Exhibit A and depicted in Exhibit B attached hereto and made a part hereof (the "***Property***").

TO HAVE AND TO HOLD the Property with all the rights, privileges and appurtenances thereto belonging, or in any way appertaining, unto the said Grantee and Grantee's successors and assigns.

SUBJECT TO the following:

(a) all liens, easements, covenants, conditions, restrictions and other matters of record or apparent; and

(b) a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property.

IN WITWITNESS WHEREOF, Grantor has executed this Grant Deed as of ________, 20___.

GRANTOR:

JANNEY PROFESSIONAL CENTER,
a California general partnership

By:___________________________________By:___________________________________

Name:_________________________________Name:_________________________________

Title:__________________________________Title:__________________________________

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

ACKNOWLEDGMENT

State of California
County of ___________________

On __________________, 20 ____ before me, ______________________________________Notary Public, personally appeared____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature __________________________________

(Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Orange, and the County of Orange consents to recordation thereof by its duly authorized officer.

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Signed by:
By: Michael A. Haubert
135BE61AB0194AE...
Deputy

Date: 7/13/2026

COUNTY OF ORANGE

By: ________________________________

Thomas A. Miller, Chief Real Estate Officer
Pursuant to Minute Order dated ____________
Agenda Item ___

Date: ___________________

EXHIBIT H

FORM OF
BILL OF SALE

For good and valuable consideration, the receipt of which is hereby acknowledged, ___________________________ ("**Seller**"), does hereby sell, transfer and convey to ___________________________, a ___________________________________, its successors or assigns ("**Buyer**"), any and all personal property (the "**Personal Property**") owned by Seller and used exclusively in connection with the operation of that certain real property more particularly described in **Schedule A** attached hereto (the "**Property**"). Seller represents and warrants to Buyer that the Personal Property is being conveyed free and clear of any and all liens or encumbrances.

This Bill of Sale may be executed by original, facsimile or electronic signature in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of this __________ day of _____________________, 20____.

ASSIGNOR:

By: **EXHIBIT ONLY – DO NOT SIGN**