

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

This Agreement of Purchase and Sale and Joint and Mutual Escrow Instructions ("Agreement") dated as of June 1, 2026 (the "Effective Date"), is between John E. McNellis, trustee of The McNellis Family Trust U/A dated October 6, 1993, Mary E. Walter, trustee of The Walter Family Trust U/A dated July 29, 2003, Michael S. Powers, trustee of Golding Powers Trust U/A dated 08/28/1997, (collectively, "Seller"), and COUNTY OF HUMBOLDT, a political subdivision of the State of California ("Buyer").

**ARTICLE 1
PURCHASE AND SALE OF PROPERTY**

1.1 Sale. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms, covenants and conditions set forth herein, the Property described below. The "Property" shall consist of all of the following:

(a) Land. All of Seller's estate, title, right and interest in and to that certain real property commonly known as 4325 Broadway Street located in the City of Eureka, County of Humboldt, State of California and more particularly described in Exhibit A attached hereto (the "Land").

(b) Appurtenances. The interest of Seller, if any, in all rights, privileges and easements appurtenant to the Land, including, without limitation, all minerals and oil, gas and other hydrocarbon substances on and under the Land; development rights; rights of way; sidewalks; and all other appurtenances used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances").

(c) Improvements. The interest of Seller in all structures, buildings and other improvements located on the Land and in all fixtures located therein or used in connection with the operation or occupancy thereof (all of which are collectively referred to as the "Improvements"). The Land, Appurtenances and Improvements are collectively referred to herein as the "Real Property".

(d) Personal Property. The interest of Seller in all equipment and other personal property, if any, attached or pertaining to, or otherwise used in connection with, the Real Property, owned by Seller and located within the Real Property (the "Personal Property").

(e) Intangible Property. The interest of Seller, if any, to the extent transferable, in any warranties and guarantees received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alteration of the Improvements, warranties on equipment and other goods constituting fixtures in the Improvements, and Seller's interest, if any, in licenses and permits relating to the use and operation of the Property (all of which are collectively referred to as the "Intangible Property").

1.2 Purchase Price.

(a) The purchase price of the Property is Five Million Seven Hundred Thousand and 00/100 Dollars (\$5,700,000.00) (the "Purchase Price").

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) business day following the execution of this Agreement by Buyer and Seller, Buyer shall deposit into an escrow account established with Chicago Title Insurance Company at 150 Spear Street, Suite 825, San Francisco, California ("Title Company"), care of Tyson A. Micklebost (telephone (415) 291-5109, email Tyson.Micklebost@ctt.com), by wire transfer or personal check the sum of Sixty-five Thousand and 00/100 Dollars (\$65,000.00) (the "Deposit"). In the event the conditions set forth in Sections 2.1(a) through 2.1(g) below are satisfied as confirmed by Buyer delivering the Approval Notice (or waived in writing by Buyer) on or before the expiration of the Feasibility Period, the Deposit shall be non-refundable to Buyer (except as otherwise expressly provided in this Agreement) but shall be credited against the Purchase Price at the Closing (defined in Section 1.2(b)(ii)). In the event any of the conditions set forth in Sections 2.1(a) through 2.1(g) are not satisfied or waived in writing by Buyer on or prior to the expiration of the Feasibility Period, then this Agreement shall be deemed terminated upon the expiration of the Feasibility Period (or earlier if Buyer delivers a termination notice to Seller prior to the expiration of the Feasibility Period), and all obligations of the parties hereunder (except for those obligations which expressly survive the termination of this Agreement) shall cease and the Deposit (together with the interest accrued thereon while in escrow) shall be promptly refunded to Buyer.

(ii) Balance of Purchase Price. The balance of the Purchase Price shall be paid at Closing.

(c) THE PARTIES HERETO AGREE THAT SELLER'S ECONOMIC DETRIMENT RESULTING FROM THE REMOVAL OF THE PROPERTY FROM THE REAL ESTATE MARKET FOR AN EXTENDED PERIOD OF TIME AND ANY CARRYING AND OTHER COSTS INCURRED AFTER THE REMOVAL OF THE PROPERTY FROM THE REAL ESTATE MARKET ARE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ASCERTAIN. THE PARTIES HERETO AGREE THAT THE AMOUNT OF THE DEPOSIT, INCLUDING ANY INTEREST ACCRUED THEREON, IS A REASONABLE ESTIMATE OF THE DAMAGES THAT WILL BE INCURRED BY SELLER IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT OR BREACH BY BUYER OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT. BUYER AGREES THAT IN THE EVENT ESCROW FAILS TO CLOSE DUE TO SUCH DEFAULT OR BREACH BY BUYER OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY, SELLER, AS ITS SOLE REMEDY, SHALL BE ENTITLED TO RECEIVE (TO THE EXTENT NOT PREVIOUSLY RELEASED TO SELLER) AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTION 3275 OR SECTION 3369 OF THE CALIFORNIA CIVIL CODE, OR ANY SIMILAR PROVISION. SELLER HEREBY WAIVES THE REMEDY OF SPECIFIC PERFORMANCE WITH RESPECT TO

ANY DEFAULT BY BUYER OF ITS OBLIGATION TO PURCHASE THE PROPERTY, AND AGREES THAT THE LIQUIDATED DAMAGES SET FORTH HEREIN SHALL BE SELLER'S SOLE REMEDY IN THE EVENT BUYER DEFAULTS OR BREACHES IN ITS OBLIGATION TO PURCHASE THE PROPERTY HEREUNDER. THIS LIQUIDATED DAMAGES PROVISION SHALL NOT BE APPLICABLE TO ANY DEFAULT OR BREACH BY BUYER OF ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION OR RESTORATION OBLIGATION OF BUYER UNDER THIS AGREEMENT, OR ANY OTHER OBLIGATION OF BUYER THAT EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT. THIS LIQUIDATED DAMAGES PROVISION ALSO SHALL NOT SERVE AS A LIMITATION ON THE AMOUNT OF ATTORNEYS' FEES THAT SELLER MAY PURSUE OR COLLECT FROM BUYER IN THE EVENT SELLER INCURS ATTORNEYS' FEES IN ATTEMPTING TO COLLECT OR RETAIN THE LIQUIDATED DAMAGES REFERRED TO HEREIN. BY INITIALING THIS SECTION 1.2(c) BELOW, SELLER AND BUYER AGREE TO THE TERMS OF THIS SECTION 1.2(c).

IN THE EVENT OF A DEFAULT OR BREACH BY SELLER, BUYER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY, EITHER (I) TO THE PROMPT RETURN OF THE DEPOSIT TOGETHER WITH REIMBURSEMENT OF BUYER'S ACTUAL OUT-OF-POCKET EXPENSES REASONABLY INCURRED IN CONNECTION WITH THIS TRANSACTION (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY INSPECTION, APPRAISAL, ENVIRONMENTAL, AND LEGAL FEES, NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) IN THE AGGREGATE OR (II) TO PURSUE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

INITIALS: SELLER 

INITIALS: BUYER 

1.3 Independent Contract Consideration. Concurrently with the mutual execution of this Agreement, Buyer shall deliver directly to Seller the amount of One Hundred and 00/100 Dollars (\$100.00) as independent consideration ("Independent Contract Consideration") for Seller's execution of this Agreement and agreement to sell the Property to Buyer on and subject to the terms and conditions of this Agreement, including, without limitation, the grant to Buyer of the right to conduct its due diligence investigation of the Property and the grant to Buyer of the right to terminate this Agreement on or before the Feasibility Period in connection with such due diligence investigation. The Independent Contract Consideration is not applicable to the Purchase Price and shall be retained by Seller in the event of the Close of Escrow or any termination of this Agreement.

ARTICLE 2 CONDITIONS

2.1 Conditions Precedent to Buyer's Obligation. Buyer's obligation to purchase the Property is conditioned upon the following:

(a) Buyer's review and approval of a current preliminary title report, together with copies of the underlying documents, and a current survey, if available or obtained by Buyer, in sufficient detail to support the issuance of an ALTA standard owner's policy of title insurance

at Closing. Not less than one (1) business day following the Effective Date, Buyer shall obtain a copy of a current preliminary title report covering the Property, together with the underlying title documents referred to in such preliminary title report. Any survey necessary for the issuance of an ALTA extended coverage title policy shall be obtained by Buyer at Buyer's expense.

(b) Buyer's review and approval in Buyer's sole discretion of the physical condition of the Property, including, without limitation, the structural, electrical, and mechanical condition of the Property and the presence or absence of "Hazardous Materials" (defined below) in or from its soil and groundwater, or anywhere else in or around the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any chemical, substance, waste or material which is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or which has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the County of Humboldt.

(c) Buyer's review and approval in Buyer's sole discretion of all zoning, land use, building, environmental and other statutes, rules, or regulations applicable to the Property, including the submission and approval of a material revision to Buyer's charter and zoning exemption from Buyer's authorizer, and any other matters Buyer determines relate to the Property in its sole and absolute discretion.

(d) Buyer's review and approval in Buyer's sole discretion of the documents identified on Exhibit B attached hereto (the "Documents"). Seller shall furnish or make available to Buyer as a courtesy to Buyer copies of the Documents within five (5) days after the Effective Date. Buyer acknowledges that except as provided in Section 6.3(j) below, Seller is furnishing or making available to Buyer the documents referred to in Exhibit B as a courtesy to Buyer and that Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of the documents referred to in Exhibit B or any other documents or reports provided by Seller to Buyer under the terms of this Agreement. Buyer covenants, represents and warrants to Seller that Seller shall have no liability to Buyer or any of Buyer's officers, directors, shareholders, partners, members, affiliates, agents, employees and/or representatives in any manner arising from the use or reliance on the Documents by Buyer or any of Buyer's officers, directors, shareholders, partners, members, affiliates, agents, employees and/or representatives. If escrow fails to close for any reason other than Seller's default, the Documents shall be promptly returned to Seller. Notwithstanding anything to the contrary contained herein, the foregoing covenants made by Buyer to keep confidential such Confidential Information shall expressly not include any disclosure or dissemination of portions of the Confidential Information to the extent legally compelled to do so, otherwise required by law, statute, court order, governmental regulation or subpoena or in the public domain prior to Buyer's disclosure of such Confidential Information.

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(e) Buyer's review and approval in Buyer's sole discretion of all service contracts and any other contracts or agreements related to or affecting the Property.

(f) Buyer's review and approval in Buyer's sole discretion of the economic feasibility of the Property and the matters referred to in Section 3.1(a) below (e.g. title and governmental regulations).

(g) Buyer's review and approval in Buyer's sole discretion of financing available to purchase the Property.

(h) The Title Company shall be ready, willing and able to issue to Buyer at Close of Escrow an ALTA standard or extended owner's policy of title insurance subject only to the Conditions of Title referred to in Section 4.1 below; provided, however, if the Title Company will not issue or commit to issue to Buyer at Close of Escrow an ALTA extended coverage owner's policy of title insurance because Buyer has not obtained an ALTA survey acceptable to the Title Company and/or has not satisfied all other requirements of Title Company for issuance of such ALTA extended owner's policy of title insurance, then the condition set forth in this subsection (i) shall be satisfied if the Title Company will issue or commit to issue to Buyer at Close of Escrow a ALTA standard coverage owner's policy of title insurance with coverage in an amount equal to the Purchase Price showing title to the Property vested in Buyer subject to the Conditions of Title referred to in Section 4.1 below.

(i) Seller shall have timely performed in all material respects all of its obligations under this Agreement prior to the Close of Escrow.

(j) All of Seller's representations and warranties set forth in Section 5.3 shall be true and correct as of the Close of Escrow.

(k) Prior to the Close of Escrow, Buyer shall have received a report from the City of Eureka's Development Services-Planning division, as to conformity of the proposed acquisition with the City of Eureka's General Plan, as required by Government Code Section 65402.

(l) Prior to the Close of Escrow, Buyer's determination that the acquisition and existing structures are exempt from the California Environmental Quality Act (CEQA) codified at Division 13 of the Public Resources Code, resulting in the filing of a Notice of Exemption.

(m) Prior to the Close of Escrow, Buyer's review and approval of an amendment to the Reciprocal Easement Agreement dated October 20, 1989 that will limit the parking rights of Parcels 2 and 3 (the "Outparcels") over the Property to an area immediately adjacent to the Outparcels.

2.2 Contingency Periods. Buyer shall have until 5:00 p.m., Pacific Time, on the date fourteen (14) calendar days from the Effective Date of this Agreement (such period being referred to herein as the "Title Contingency Period") to review and approve the matters described in Section 2.1(a). If any title matters are unsatisfactory to Buyer, Buyer shall disapprove such matter by providing to Seller written notice ("Title Objection Notice") at any time during the Title

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Contingency Period. The failure of Buyer to disapprove any such title matters during the Title Contingency Period shall be deemed Buyer's approval of the condition of title of the Property. If Buyer timely delivers to Seller the Title Objection Notice, Seller shall notify Buyer in writing within five (5) calendar days after Seller's receipt of the Title Objection Notice of Seller's election to either (i) attempt to cure or satisfy all or some of the objection(s) (the "Objections") set forth in the Title Objection Notice and/or (ii) not to cure or satisfy any of the Objections. Seller shall have until Close of Escrow to cure or satisfy any Objections that Seller elects to cure or satisfy. Seller shall have no obligation to remove or cure any title matters objected to by Buyer, except that Seller agrees to remove from the condition of title at Close of Escrow (without the necessity of Buyer delivering any notice disapproving such matters) all deeds of trust or mortgages entered into by Seller affecting the Real Property or monetary liens attributable to the period of time prior to the Closing (except non-delinquent real property taxes). If Seller fails to notify Buyer in writing of its election within the five (5) day period referenced above, Seller shall be deemed to have elected not to cure or satisfy all of the Objections. If Seller notifies Buyer in writing of its election not to cure or satisfy any of the Objections (or is deemed to have elected not to cure or satisfy the Objections), then Buyer shall either: (A) waive the Objections and proceed with Close of Escrow pursuant to all of the terms of this Agreement without any reduction in the Purchase Price, or (B) terminate this Agreement by written notice to Seller. Buyer shall notify Seller in writing of its election either to terminate this Agreement or waive the Objections pursuant to the foregoing sentence on or before the earlier of the fifth day after (i) Buyer's receipt of Seller's response to the Title Objection Notice or (ii) the expiration of the five (5) day period referenced above. If Buyer fails to notify Seller in writing of its election to terminate this Agreement as provided in clause (B) above, then Buyer shall be deemed to have elected to waive the Objections as provided in clause (A) above and proceed with Close of Escrow pursuant to all of the terms of this Agreement without any reduction in the Purchase Price. If Buyer terminates this Agreement pursuant to this paragraph, all rights and obligations of the parties hereunder (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease and Buyer shall be entitled to the prompt return of the Deposit and all interest accrued thereon while in escrow.

Buyer shall have until 5:00 p.m. on the date twenty (20) days after the date Seller makes the Documents available to Buyer (such date anticipated to be on or within one (1) business date after the Effective Date) (such period being referred to herein as the "Feasibility Period") to review and approve in Buyer's sole discretion the matters described in Sections 2.1(b)-(g) above. If, prior to the expiration of the Feasibility Period, Buyer does not deliver to Seller the Approval Notice (defined below) of Buyer's unconditional approval of all of the matters described in Sections 2.1(b)-(g) above, then Buyer shall be deemed to have elected to terminate this Agreement, in which event all obligations under this Agreement (other than those that expressly survive the termination of this Agreement) shall cease and Buyer shall be entitled to the prompt return of the Deposit and all interest accrued thereon while in escrow. If, prior to the expiration of the Feasibility Period, Buyer notifies Seller in writing of Buyer's unconditional approval of the matters described in Sections 2.1(b)-(g) above (the "Approval Notice"), then Buyer shall be deemed to have approved the feasibility of the Property and the matters described in Sections 2.1(b)-(g) and such matters shall no longer be conditions to Buyer's obligations hereunder.

If any of the conditions set forth in Sections 2(i)-(j) above are not satisfied or waived in writing by Buyer on or before the Close of Escrow, then, at the option of Buyer, this Agreement

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shall terminate upon written notice to Seller and, in the event of such termination, the Deposit made by Buyer hereunder shall be returned to Buyer, and the parties shall have no further obligations under this Agreement (other than those that expressly survive the termination of this Agreement); provided, however, in the event this Agreement is terminated as a result of a material default by Seller hereunder, Buyer shall have all of the rights and remedies available to Buyer under Section 11.2 below.

2.3 Seller's Conditions to Closing. Seller's obligation to sell the Property and close escrow hereunder is conditioned upon the following:

(a) Buyer shall have performed and complied with all of the material covenants and agreements required by this Agreement to be performed and complied with by it within the applicable time period set forth herein for performance of such material covenants and agreements.

(b) All of Buyer's representations and warranties set forth in Section 6.4 shall be true and correct as of the Close of Escrow.

If the condition in Section 2.3(a) or 2.3(b) is not satisfied (or waived in writing by Seller), then, at Seller's election, in its sole discretion, by written notice to Buyer, this Agreement shall terminate. In the event of such termination after the expiration or waiver of the Feasibility Period, Seller shall be entitled to receive (to the extent not previously released to Seller) and retain the Deposit as liquidated damages pursuant to Section 1.2(c) above, and all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement) shall cease. The preceding to the contrary notwithstanding, if Buyer breaches an obligation under this Agreement that is not a breach of its obligation to purchase the Property, and Buyer fails to cure same after ten (10) business days' written notice from Seller, then Seller may terminate this Agreement by written notice to Buyer, and Seller may pursue any and all rights or remedies against Buyer with respect to such breach.

ARTICLE 3 RIGHT OF ENTRY

3.1 Buyer's Independent Investigation.

(a) During the Feasibility Period, Buyer acknowledges that it will investigate to the extent deemed necessary by Buyer, all matters relating to title and governmental regulations affecting the Property, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes. In addition, Buyer and its representatives, agents, consultants and contractors shall have the right to enter the Property to inspect it, including, without limitation, the interior, the exterior, the structure, the paving, the utilities, and all other physical and functional aspects of the Property (each, a "Buyer Inspection") subject to the following terms and conditions:

(i) Buyer shall not be in default of this Agreement.

(ii) Buyer shall provide Seller with at least one (1) business day's prior written or oral notice of any Buyer Inspection, or such longer period as may be required by any tenant lease in the case of entering any tenant premises.

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(iii) Each Buyer Inspection shall be at Buyer's sole cost.

(iv) The persons or entities performing the Buyer Inspections shall be properly licensed (to the extent an applicable license is required) and qualified and shall have obtained all appropriate permits for performing relevant tests on the Property and shall have delivered such permits to Seller, prior to performing any tests on the Property. At least two (2) business days prior to Buyer's or any of its agents', employees, consultants', contractors' or other representatives' entry onto the Property, Buyer shall deliver to Seller (and cause each contractor and consultant who desires to enter onto the Property on behalf, or for the benefit of, Buyer to deliver to Seller) a certificate of insurance evidencing that Buyer (or such applicable contractor or consultant) has obtained a policy or policies of commercial general liability insurance providing for a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence covering liability to property or persons for Buyer's and its agents' and employees' (and contractors' or consultants') activities on or about the Property, and naming Seller and its members, as additional insureds. Such insurance policy or policies shall be issued by such insurance companies, provide such coverages and carry such other limits as Seller shall reasonably require.

(v) Buyer shall not undertake, or cause to be undertaken, any physical or invasive testing or drilling or boring of the Property without Seller's prior written approval, which approval Seller may give or withhold in Seller's sole discretion. If Seller consents in writing to such physical or invasive testing or drilling or boring, then Seller shall be entitled to impose reasonable conditions on such testing, drilling or boring, including, without limitation, the condition that Seller be provided, at no cost to Seller, split samples of Buyer's core samples resulting from such testing, drilling or boring.

(vi) Unless otherwise requested by Seller, all the Buyer Inspections shall be during normal business hours. In connection with the Buyer Inspections, Buyer shall comply, and cause its agents, employees, contractors, consultants and other representatives to comply, with all security requirements of the respective tenants occupying applicable portions of the Improvements.

(vii) Seller shall have the right to have one (1) or more representatives of Seller accompany Buyer and Buyer's representatives, agents, consultants or contractors while they are on the Property.

(viii) If the Property is damaged by Buyer or Buyer's agents' negligent acts of omission in connection with a Buyer's Inspection, Buyer, at Buyer's sole cost and expense, shall immediately repair such damage and restore the Property to its condition existing immediately prior to the Buyer Inspections. Until restoration is complete, Buyer shall take all steps necessary to ensure that any conditions on the Property created by the Buyer Inspections do not interfere with the normal operation of the Property or create any dangerous, unhealthy, unsightly or noisy conditions on the Property. The restoration obligation contained in this Section 3.1(a)(ix) shall survive the termination of this Agreement.

(ix) Buyer shall indemnify, protect and defend (with counsel reasonably acceptable to Seller) and hold harmless Seller and its members, managers, employees, agents and

affiliates for, from and against any and all claims, damages, liens, judgments, injuries, penalties, demands, obligations, actions, costs, liabilities and losses (including mechanics' liens) and expenses (including, without limitation, attorneys' fees) to the extent arising out of any entry by Buyer or any of its agents, employees, representatives, consultants or contractors. The foregoing indemnity and defense obligations do not apply to (a) any loss, liability, cost or expense to the extent arising from or related to the negligence or willful misconduct of Seller or any of its agents, employees or contractors, (b) any diminution in value of the Property arising from or relating to the mere discovery of any pre-existing condition on the Property by Buyer during its investigation of the Property, (c) the spread or release of any Hazardous Materials which are merely discovered (but not deposited, released, spilled or discharged) on or under the Property by Buyer, or (d) the mere discovery of preexisting conditions on the Property (provided, however, Buyer's indemnification, defense and hold harmless obligations stated in this subsection 3.1(a)(ix) shall be applicable to claims, damages, liens, judgments, injuries, penalties, demands, obligations, actions, costs, liabilities and losses (including mechanics' liens) and expenses (including, without limitation, attorneys' fees) to the extent arising from any Hazardous Materials that are exacerbated by the acts of Buyer or any of its agents, employees, contractors, consultants or other representatives). The obligations of Buyer contained in this Section 3.1(a) (ix) shall survive close of escrow or any termination of this Agreement.

(x) Each Buyer Inspection, and the results thereof, shall remain confidential pursuant to the terms of Section 12.3 of this Agreement. The obligations of Buyer contained in this Section 3.1(a) (x) shall survive the termination of this Agreement.

ARTICLE 4 TITLE

4.1 Conditions of Title. At the Closing, as a condition to Buyer's obligation to close escrow hereunder, Seller shall convey fee title to Real Property to Buyer by grant deed in the form attached hereto as Exhibit C (the "Grant Deed") subject to the following exceptions:

- (a) Non-delinquent taxes and assessments, including, supplemental real property taxes and assessments, a lien not yet due and payable;
- (b) Any exceptions disclosed by the preliminary title report, or other documents delivered to Buyer pursuant to Article 2 above but only to the extent approved or deemed approved by Buyer pursuant to Section 2.2 above (or otherwise approved in writing by Buyer), and any other exceptions to title which would be disclosed by an inspection and/or survey of the Property;
- (c) Any exceptions which may be caused by the actions of Buyer or any of its agents, employees, contractors or consultants;
- (d) The standard printed exceptions set forth on a ALTA standard owner's policy of title insurance (or on an ALTA extended owner's policy of title insurance, if obtained by Buyer); and
- (e) Zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property.

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All of the foregoing exceptions shall be referred to collectively as the "Conditions of Title."

4.2 Evidence of Title. Delivery of title in accordance with the foregoing shall be evidenced by the willingness of Chicago Title Company to issue or commit to issue, at Closing, its ALTA standard or extended owner's policy of title insurance in the amount of the Purchase Price showing title to the Real Property vested in Buyer, subject to the Conditions of Title (the "Title Policy"). If the Title Company is unwilling or unable to issue the ALTA extended owner's policy of title insurance to Buyer because Buyer has not provided the Title Company with an ALTA survey acceptable to the Title Company and/or has not satisfied all other requirements of Title Company for issuance of such ALTA extended owner's policy of title insurance, then the condition set forth in Section 4.1 above shall be deemed satisfied if the Title Company is willing to issue or commit to issue at Closing a ALTA standard owner's policy of title insurance in the amount of the Purchase Price showing title to the Real Property vested in Buyer, subject to the Conditions of Title. Seller shall pay that portion of the title insurance premium allocable to a ALTA standard owner's policy of title insurance and if Buyer obtains an ALTA extended owner's policy of title insurance, the excess cost of such policy shall be at Buyer's sole cost. The cost of any endorsements requested by Buyer and issued by the Title Company shall be borne by Buyer. Buyer shall obtain, at Buyer's sole cost and expense, any current or updated survey of the Property required by the Title Company to issue the Title Policy.

ARTICLE 5 BUYER'S WORK PRODUCT

In the event this Agreement terminates for any reason (other than as a result of any breach or default by Seller), then, upon request made by Seller to Buyer in writing, Buyer shall deliver to Seller copies of all third party reports, assessments and studies obtained or received by Buyer related to the Property, or any portion thereof. The provisions of this Article 5 shall survive the termination of this Agreement.

ARTICLE 6 AS IS SALE; RELEASE OF CLAIMS

6.1 "As Is" Purchase. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AS OF THE CLOSING AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (EXCEPT AS SET FORTH IN SECTION 6.3 BELOW), EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL ELEMENTS, FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES AND THE ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, FACILITIES AND APPLIANCES, (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND ANY GROUNDWATER, (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY,

(IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON USE OF THE PROPERTY, (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (VII) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, (VIII) THE QUALITY OF ANY LABOR AND MATERIALS USED IN ANY IMPROVEMENTS ON THE PROPERTY, (IX) THE CONDITION OF TITLE TO THE PROPERTY, (X) THE STATUS OF ANY LEASE AFFECTING THE PROPERTY, AND (XI) THE ECONOMICS OF THE OPERATION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF THE DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THEREON (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN AN AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). BUYER UNDERTAKES AND ASSUMES THE RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY. THE PROVISIONS OF THIS SECTION 6.1 SHALL INDEFINITELY SURVIVE THE CLOSE OF ESCROW HEREUNDER OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED.

6.2 Release.

(a) Except for fraud or willful misconduct committed by Seller, without limiting the above, Buyer waives on behalf of itself and its agents, employees, affiliates, successors and assigns, any and all right to recover from each Seller and from Seller's trustees, agents, successors and assigns of each of them (collectively, the "Seller Related Parties"), and forever releases and discharges Seller and the Seller Related Parties from any and all damages, claims, losses, liabilities, actions, causes of action, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Property, including without limitation title to the Property, the physical and environmental condition of the Property, or any law or regulation applicable thereto (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act

of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601 et seq.), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100 et seq.), the Porter-Cologne Water Quality Control Act (California Water Code Sections 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.). The preceding to the contrary notwithstanding, the waiver and release described in this Section 6.2 shall not apply to any claims for breach of any express representation or warranty of Seller set forth in Section 6.3 of this Agreement.

(b) In connection with subsection (a) above, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Provided, however, that this waiver and release shall not apply to (i) claims based on Seller's fraud, intentional misrepresentation, or willful misconduct, (ii) any liability arising from hazardous materials or environmental conditions caused or knowingly concealed by Seller prior to Closing, or (iii) any obligations of Seller that expressly survive closing under this Agreement.

In this connection and to the extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, actions, costs, losses and expenses and other liabilities which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller and the Seller Related Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, actions, costs, losses and expenses and other liabilities which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller's performance hereunder.

(c) Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 6.2. Buyer hereby specifically acknowledges that Buyer has carefully reviewed this Section 6.2, and discussed its import with legal counsel, is fully aware of its consequences, and that the provisions of this Section 6.2 are a material part of the Agreement and are accepted by Buyer; provided, however that failure of Buyer to initial this Section 6.2 below shall not invalidate this Section 6.2 nor any other provision of this Agreement.

Buyer's Initials: 

6.3 Seller's Representations and Warranties. To the best of Seller's knowledge, Seller hereby represents and warrants to Buyer as follows, all of which shall survive the Close of Escrow for a period of six (6) months:

(a) Seller has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly authorized and executed by Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

(b) Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute, or admitted in writing its inability to pay its debts as they come due; or made an offer of settlement, extension, or composition to its creditors generally.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Seller is a party or by which Seller is bound. No consents or waivers of or by any third party are necessary to permit the consummation by Seller of the purchase and sale transaction contemplated by this Agreement.

(d) Seller has not discharged or to Seller's actual knowledge permitted the storage in, on, under or about the Real Property of any hazardous substances or materials, and to Seller's actual knowledge, no third party has discharged, released, used or stored any hazardous substances or materials in, on, under or about the same, except: (i) quantities of hazardous substances or materials commonly associated with use in operating the businesses on the Real Property and related uses, (ii) construction materials in the building due to its age, and (iii) as otherwise disclosed in any environmental correspondence in the Documents.

(e) Except as specifically disclosed to Buyer in writing, there are no actions, suits, claims or legal or other proceedings pending or to Seller's actual knowledge threatened, against Seller or against the Property, including those which does or will materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer.

(f) Seller has not entered into any other contract for the sale, assignment, or transfer of the Property.

(g) Seller has not received notice that the Real Property is in violation of any applicable law.

(h) Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(i) Seller has not and shall not, prior to Closing without the prior written consent of Buyer, which consent may be given or denied in Buyer's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property; provided, however, Buyer shall not unreasonably withhold its consent to the granting by Seller of one or more easements over the Property for public utility, sewer and/or drainage purposes so long

as the granting of any such easement does not unreasonably interfere with Buyer's use of the Property for its intended purpose.

(j) From and after Seller's acquisition of the Property on October 8, 2024, to the best of Seller's knowledge, Seller has not received any written notice from any insurance company, governmental agency, the Board of Fire Underwriters or any similar rating organization requiring or requesting that any work or repairs be done at or to the Property.

(k) Seller is not in default under any contracts that may be assigned to Buyer at Closing. Except as specifically disclosed to Buyer in writing, Seller has made no written commitments or agreements materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Closing.

(l) Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are not as of the date of this Agreement, nor will there be as of the Closing, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property made by or on behalf of Seller.

(m) Seller has (or will have) made available to the Buyer the Documents which are true and correct in all material respects; however, Seller makes no representation or warranty as to the truth, correctness or completeness of any document or information obtained or authored by anyone other than one of the Sellers.

(n) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code, as amended.

(l) Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). To the extent of Seller's actual knowledge, Seller is not: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (2) a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (3) owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

For purposes of Seller's representations and warranties above, the phrase "to the best of Seller's knowledge," shall mean the current actual knowledge of John E. McNellis as of the date of execution of this Agreement by Seller, without any investigation or duty of inquiry, and without any knowledge of any other person being imputed to John E. McNellis. Neither Seller nor John E. McNellis shall be charged with constructive, inquiry, imputed or deemed knowledge. In the

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event of any breach of any representation or warranty of Seller set forth herein, Buyer agrees that John E. McNellis shall not be personally liable for any damages, losses, liabilities, claims, costs or expenses suffered or incurred by Buyer in connection with such breach of such representation or warranty. Furthermore, John E. McNellis shall have no greater liability to Buyer than any other Seller herein.

The preceding notwithstanding, Seller shall promptly advise Buyer if Seller acquires any information following the Effective Date which would make any of the representations and warranties set forth in Section 6.3 above untrue; provided that it shall not be a breach of such representation or warranty if the new information which renders the representation or warranty untrue was not known by Seller as of the Effective Date. If Seller or Buyer acquires any new information following the Effective Date which would make any of the representations or warranties of Seller untrue, then, as Buyer's sole remedy, Buyer shall have the right to terminate this Agreement by delivery of written notice to Seller and, in the event of such termination, all rights and obligations under this Agreement (except those that expressly survive the termination of this Agreement) shall cease and the Deposit shall be promptly returned to Buyer; provided, however, if the new information causing any representation or warranty to be untrue is based on or caused by an act(s) of Buyer or any of the agents, employees, contractors or other representatives of Buyer, then Buyer shall not have the right to terminate this Agreement or receive the return of Buyer's Deposit as provided in this Section based on such representation or warranty that becomes untrue. If, prior to the Close of Escrow hereunder, Buyer becomes aware of any facts that make any of the representations or warranties set forth in Section 6.3 untrue, but Buyer nevertheless elects to close escrow hereunder, then Buyer shall be deemed to have waived any claim against Seller based on such untrue representation or warranty. The provisions of the immediately preceding sentence shall survive the Close of Escrow.

The representations and warranties of Seller set forth in this Section 6.3 shall survive the Close of Escrow only for a period of six (6) months, and Seller shall only be liable to Buyer hereunder for a breach of representation or warranty made by it herein with respect to which a claim is made by Buyer against such Seller before the end of such six (6) month period.

6.4 Buyer's Representations. Buyer hereby represents and warrants to Seller as follows, all of which shall survive the Close of Escrow for a period of six (6) months:

(a) Buyer has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly authorized and executed by Buyer and the person(s) signing this Agreement on behalf of Buyer, and upon delivery to and execution by Seller shall be a valid and binding agreement of Buyer.

(b) If Buyer is not an individual, Buyer has been duly organized, is validly existing and is in good standing in the state in which it was formed, and, if required to do so, is qualified to do business in the State of California.

(c) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute, or admitted in writing its inability to pay its



debts as they come due; or made an offer of settlement, extension, or composition to its creditors generally.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not conflict with or constitute a default under any of the terms, conditions or provisions of any other agreement to which Buyer is a party or by which Buyer is bound. No consents or waivers of or by any third party are necessary to permit the consummation by Seller of the purchase and sale transaction contemplated by this Agreement.

(e) Buyer is in compliance with the requirements of the Order referred to in Section 6.3(d) above and other similar requirements contained in the rules and regulations of the OFAC and in any enabling legislation or other Executive Orders or regulations in respect thereof. To the extent of Buyer's actual knowledge, Buyer is not: (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other Lists (as defined in Section 6.3(d) above); (2) a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders (as defined in Section 6.3(d) above; or (3) owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

The representations and warranties of Buyer set forth in this Section 6.4 shall survive the Close of Escrow only for a period of six (6) months, and Buyer shall only be liable to Seller hereunder for a breach of representation or warranty made by it herein with respect to which a claim is made by Seller against such Buyer before the end of such six (6) month period.

ARTICLE 7 RISK OF LOSS AND INSURANCE PROCEEDS

7.1 Minor Loss. Buyer shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation of any portion of the Property, provided that: (a) the cost to repair any such damage or destruction, or the diminution in the value of the remaining Property as a result of a partial condemnation, does not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), and (b) upon the Closing, Seller shall turn over to Buyer any insurance proceeds (excepting therefrom rental loss insurance proceeds allocable to the period prior to Closing) or condemnation awards collected by and paid to Seller as a result of any such damage or destruction or condemnation, less any sums expended by Seller toward the restoration or repair of the Property. If the proceeds or awards have not been collected as of the Closing, or the restoration or repairs have not been completed by Seller, then such proceeds or awards shall be assigned to Buyer at Closing, except to the extent needed to reimburse Seller for sums expended to repair or restore the Property.

7.2 Major Loss. If the cost to repair any damage or destruction of the Property or diminution in value of the Property following a condemnation as specified above exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00), then Buyer may, at its option to be exercised within ten (10) days of Buyer's receipt of Seller's written notice of the occurrence of the damage or destruction or the commencement of condemnation proceedings, either (a) terminate this

Agreement by giving written notice to Seller within such ten day period or (b) consummate the purchase for the full Purchase Price as required by the terms hereof. If Buyer so terminates this Agreement, then the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder except such obligations as expressly survive the termination of this Agreement. If Buyer elects to proceed with the purchase or fails to give Seller notice within the above referenced ten (10) day period of Buyer's termination of this Agreement, then upon the Closing, there shall be a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds (excepting therefrom rental loss insurance proceeds allocable to the period prior to Closing) or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation under any policy of insurance carried by Seller with respect to such loss, less any sums expended by Seller toward the restoration or repair of the Property. If the proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer at Closing, except to the extent needed to reimburse Seller for sums expended to repair or restore the Property.

ARTICLE 8 BROKERS AND EXPENSES

Seller and Buyer each represents and warrants to the other that it has not dealt with any real estate broker, agent or salesperson in connection with this transaction to whom a commission may be owed other than Coldwell Banker Commercial ("Broker"). In the event escrow closes hereunder, Seller covenants and agrees to pay a commission to Broker pursuant to the terms of a separate agreement between Seller and Coldwell Banker Commercial. Each party shall indemnify, defend and hold harmless the other on account of any claims, demands, causes of action, or judgments respecting payment of any sales commission, brokerage commission or finder's fee, including attorneys' fees and court costs, arising from or brought by any third party (other than Broker) who has dealt or claims to have dealt with such indemnifying party pertaining to the Property. The obligations under this Article 8 shall survive the close of escrow or, if the purchase and sale is not consummated, any termination of this Agreement.

ARTICLE 9 AGREEMENTS AFFECTING THE PROPERTY

9.1 Management and Operation of the Property. During the period between the Effective Date of this Agreement and the earlier to occur of (i) the Closing Date or (ii) the termination of this Agreement: Seller shall (A) maintain property and liability insurance related to the Property at the level and with the insurance companies that Seller currently maintains, (B) promptly furnish Buyer with copies of any and all written notices or communications that it receives from any person, governmental or quasi-governmental entities regarding any violation by Seller of any federal, state or local laws, and (C) not (except as otherwise specifically permitted or required pursuant to this Agreement, or as otherwise agreed or permitted by Buyer in writing in Buyer's sole and absolute discretion) (i) grant, create or allow the creation of any easement, right-of-way, encumbrance, lien, restriction, or assessment on title that affects the Property post-Closing, (ii) amend, extend or otherwise modify the terms of any existing lease, easement, right-of-way, encumbrance, lien, restriction or assessment that affects the Property post-Closing, (iii) enter into any further or amend any existing agreements, contracts or leases with respect to the Property which will survive and remain in effect after the Closing, or as otherwise agreed by the Parties, or

(iv) default under any contract, agreement, or lease with respect to the Property, which default would have a material adverse effect on the Property or Buyer after the Closing and shall promptly furnish Buyer with copies of any and all written notices or communications that it receives from and after the Effective Date from any governmental or quasi-governmental entities regarding any claim of violation or default by Seller with respect to the use, occupancy, ownership or physical condition of the Property.

9.2 Termination of Existing Contracts. Effective as of the Closing hereunder, Seller shall terminate all vendor contracts and service contracts to which Seller is a party related to the Property, or applicable portion thereof.

ARTICLE 10 CLOSING AND ESCROW

10.1 Escrow Instructions. Seller and Buyer agree to execute such reasonable escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement and to consummate the sale of the Property to Buyer pursuant to the terms and conditions of this Agreement.

10.2 Closing. The purchase and sale of the Property shall be completed in accordance with Article 10 hereof (the "Closing"). The Closing hereunder shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of the Title Company on the date forty-five (45) days after the Effective Date (the "Closing Date"). Except as expressly provided herein, the Closing Date may not be extended without the prior written approval of both Seller and Buyer.

10.3 Deposit of Documents.

(a) At least one (1) business day prior to the Closing, Seller shall deposit into escrow the following items:

(i) the duly executed and acknowledged Grant Deed conveying the Property to Buyer in the form attached hereto as Exhibit C. The Grant Deed shall be recorded in the Official Records of Humboldt County at the Closing (the duly executed and acknowledged Grant Deed conveying the Property to Buyer, in the form attached hereto, shall be recorded in the Official Records promptly following the Closing, but in no event later than seven (7) calendar days thereafter, and concurrently with the Certificate of Acceptance as required pursuant to California Government Code Section 27281);

(ii) a duly executed Bill of Sale in the form attached hereto as Exhibit D ("Bill of Sale");

(iii) a duly executed Affidavit in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that Seller is not a "foreign person" or otherwise subject to federal tax withholding in connection with this transaction; and

(iv) a duly executed Withholding Exemption Certificate in compliance with California law.

At the Close of Escrow, or promptly thereafter, Seller shall deliver to Buyer the keys to the building comprising the Improvements.

(b) At least one (1) business day prior to the Closing, Buyer shall deposit into escrow the following items:

(i) the balance of the Purchase Price and all other funds necessary to close this transaction, including, without limitation, Buyer's share of closing costs and prorations.

(c) Buyer and Seller shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with the terms hereof.

10.4 Prorations and Closing Costs.

(a) Subject to this Section 10.4 below, all expenses of the Property, including without limitation real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Buyer, on the one hand, and Seller, on the other hand, as of the Closing Date, so that Seller bears all expenses with respect to the Property, through and including the date immediately preceding the Closing Date.

Real and personal property taxes and assessments; water, sewer and utility charges (calculated on the basis of the period covered); and any other expenses normal to the operation and maintenance of the Property, shall all be prorated as of the Closing, on the basis of a 365 day year.

Any expense which cannot be ascertained with certainty as of the Closing Date shall be prorated on the basis of the parties' reasonable estimates of such amounts and shall be the subject of a final proration as soon thereafter as the precise amounts can be ascertained, but in no event later than one hundred twenty (120) days after the Closing. A statement setting forth such agreed proration shall be delivered to the Title Company, provided the Title Company shall not be required to calculate any such prorations. Seller and Buyer shall each cooperate with the other diligently and promptly to correct any errors in computations or estimates under this Section 10.4(a) and shall promptly pay to the party entitled thereto any refund, credit or other payment necessary to comply with this Section 10.4(a). This Section 10.4(a) shall survive the Closing. Either party owing the other party a sum of money based on adjustments made to prorations after the Closing shall promptly pay that sum to the other party, together with interest thereon at the rate of ten percent (10%) per annum from the date of demand for payment to the date of payment, if payment is not made within ten (10) days after demand therefor.

(b) Seller and Buyer shall split equally (50/50)(i) all County transfer taxes associated with the conveyance of the Real Property from Seller to Buyer, (ii) the portion of the premium for Buyer's Title Policy allocable to a ALTA standard owner's policy of title insurance, and (iii) all other customary escrow fees and closing costs. Buyer shall pay the cost of Buyer's endorsements, if any, and the excess cost of an ALTA extended owner's policy of title insurance if such an ALTA extended owner's policy of title insurance is issued in connection with this transaction. Except as provided in Section 12.5 and Section 12.6 below, each party shall pay its

own attorneys' fees incurred in connection with this Agreement and the transaction described herein.

10.5 Possession. If escrow closes hereunder, Seller shall deliver possession of the Property to Buyer on the Closing Date, subject to the Conditions of Title.

ARTICLE 11 BUYER'S AND SELLER'S DEFAULT

11.1 Buyer's Default

(a) Default. Buyer shall be deemed to be in default under this Agreement if Buyer fails, for a reason other than Seller's default hereunder or the failure of a condition precedent to Buyer's obligation to perform hereunder, to meet, comply with or perform any covenant, agreement or obligation on Buyer's part required within the time limits and in the manner required in this Agreement, or there shall have occurred a material breach of any representation or warranty made by Buyer; provided, however, no such default shall be deemed to have occurred unless and until Seller has given Buyer written notice thereof, describing the nature of the default, and Buyer has failed to cure such default within five (5) days of the receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

(b) Liquidated Damages. If Buyer defaults in the obligation to purchase the Property, Seller shall be entitled to receive and retain the Deposit made by Buyer hereunder as liquidated damages pursuant to Section 1.2(c) of this Agreement.

11.2 Seller's Default

(a) Default. Seller shall be deemed to be in default under this Agreement if Seller fails, for a reason other than Buyer's default hereunder or the failure of a condition precedent to Seller's obligation to perform hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in the Agreement, or there shall have occurred a material breach of any representation or warranty made by Seller; provided, however, no such default shall be deemed to have occurred unless and until Buyer has given Seller written notice thereof, describing the nature of the default, and Seller has failed to cure such default within five (5) days of receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

(b) Remedies Before Closing. If Seller shall be deemed in default under Section 11.2(a) at or before Closing, and Buyer does not waive such default, Buyer may pursue one of the following remedies, each of which shall be Buyer's sole and exclusive remedy:

(i) Institute and prosecute an action to compel specific performance of this Agreement against Seller, in which case Buyer shall have no claim for damages or any other remedy against Seller; provided, however, if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in Humboldt County on or before the date forty-five (45) days following the date upon which the Closing hereunder was to have occurred, then Buyer shall be deemed to have elected to terminate this Agreement and receive the return of its Deposit as provided in Section 11.2(b)(ii) below; or

(ii) Terminate this Agreement by written notice delivered to Seller on or before the Closing Date and, in the event of such termination, Buyer shall be entitled, as Buyer's sole remedy, to the prompt return of the Deposit made by Buyer hereunder and reimbursement by Seller of all actual costs incurred by Buyer pursuant to this Agreement, including costs incurred to evaluate and complete its due diligence pursuant to Section 2(b) - (h) which amount in no event shall exceed Twenty-five Thousand Dollars (\$25,000). In no event shall Buyer be entitled to seek to recover from Seller any monetary damages based on any breach or default by Seller at or before Closing. Under no circumstances shall Seller be liable to Buyer for any consequential damages, including, without limitation, lost profits, loss of business or lost income.

(c) Remedies After Closing.

(i) If the Closing has occurred, Buyer shall not be entitled to bring a claim against Seller unless Buyer establishes that Seller shall have materially breached a representation or warranty contained in Section 6.3 that has not terminated or expired, in which case Buyer may seek damages by reason thereof in an amount not to exceed One Hundred Seventy Five Thousand Dollars (\$175,000), but shall not be entitled to consequential or exemplary damages. All other claims of Buyer against Seller shall be deemed waived to the extent provided in Section 6.2 above.

(ii) Buyer shall not be entitled to bring any claim against Seller for misrepresentation or breach of warranty if and to the extent Buyer had actual knowledge before Closing of the existence of such misrepresentation or breach of warranty and nevertheless elected to proceed to Closing.

(d) Termination Procedure. Upon termination of this Agreement in accordance with this Section 11.2, the Deposit made by Buyer hereunder shall be promptly returned to Buyer. Seller shall be responsible for all cancellation charges and escrow charges required to be paid to the Title Company.

(e) Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to Buyer, or under any law applicable to the Property or this transaction, shall be strictly limited to Seller's interest in the Property (or upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), and that in no event shall Buyer seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any of Seller's members or affiliates, or any member, partner, or employee of any of the foregoing.

Buyer's Initials: *CB*

ARTICLE 12
MISCELLANEOUS

12.1 Notices. All notices and other communications under this Agreement shall be properly given only if made in writing and (i) mailed by certified mail, return receipt requested, postage prepaid, or (ii) delivered by hand (including messenger or recognized delivery, courier or air express service), or (iii) by email to the email address for each party below. Such notices and

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other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if mailed, on the date of such hand delivery if hand delivered, or on the date the email is sent, provided that the sender does not receive any failure of delivery notice. Any notice or other communication under this Agreement may be given on behalf of a party by the attorney for such party.

To Buyer:

County of Humboldt
Director of Public Works
Attn: Thomas Mattson
1106 Second Street
Eureka, CA 95501
Email: tmattson@co.humboldt.ca.us

with a copy to:

County of Humboldt
1106 Second Street
Eureka, CA 95501
Senior Real Property Agent – Facilities Management
Attention: Kirstie Greene
Email: kgreene@co.humboldt.ca.us

To Seller:

John E. McNellis, Mary E. Walter, Michael S.
Powers
c/o John E. McNellis
419 Waverley Street
Palo Alto, CA 94301
Email: john@mcnellis.com

with a copy to:

Rodriguez Wright LLP
481 N. Santa Cruz Ave, Suite 301
Los Gatos, CA 95030
Attention: Andrew J. Giorgianni, Esq.
Email: agiorgianni@rodriguezwright.com

12.2 Entire Agreement. This Agreement, together with the Exhibits hereto, contains all representations, warranties and covenants made by Buyer and Seller and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, letter of intent, memoranda or agreements are replaced in total by this Agreement together with the Exhibits hereto.

12.3 Intentionally removed.

12.4 Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

12.5 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, or either party institutes or threatens to institute an action pursuant to Article 11, then the defaulting party or the party not prevailing in such

dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

12.6 Exchange. Buyer and Seller agree that, at either party's election, this transaction shall be structured as an exchange of like-kind properties under Section 1031 of the Internal Revenue Code and the regulations and proposed regulations thereunder. The party so electing shall be known as the "Electing Party," and the other party shall be known as the "Non-Electing Party." The parties agree that if either party wishes to make such election, it must do so prior to the Closing Date. If the Electing Party so elects, the Non-Electing Party shall cooperate with the Electing Party; it being understood, however, that the Non-Electing Party shall not be required to take title to any other property as part of the Section 1031 exchange. The Electing Party shall in all events be responsible for all costs and expenses related to the Electing Party's Section 1031 exchange and shall indemnify, defend and hold harmless the Non-Electing Party from and against any and all liability, claims, damages and expenses (but excluding any attorneys' fees and expenses incurred by the Non-Electing Party in connection with its review of the documents reasonably necessary to effect the Electing Party's exchange) actually incurred by the Non-Electing Party and arising out of such Section 1031 exchange.

12.7 Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Buyer shall not assign this Agreement without the prior consent of Seller, which Seller may withhold in Seller's sole discretion; provided however, that Buyer may assign its rights under this Agreement, following written notice given to Seller not later than ten (10) days prior to the Closing Date, to any affiliate of Buyer that controls, is controlled by or under common control with Buyer (for example, a limited liability company of which Buyer is the managing or sole member). Buyer shall not be released or relieved of any of its obligations under this Agreement in the event of any assignment by Buyer of this Agreement or any of Buyer's rights and/or obligations under this Agreement. Any permitted assignee of Buyer's rights under this Agreement shall be obligated to expressly assume in writing, as a condition to the effectiveness of such assignment, all of Buyer's obligations under this Agreement and agree in writing to be bound by the terms of this Agreement (including, without limitation, the provisions of Sections 6.1 and 6.2 above) as if such permitted assignee were the original Buyer signing this Agreement.

12.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

12.10 Interpretation of Agreement. The article, section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. The term "person" shall include any individual, partnership, joint venture, corporation, trust, unincorporated association, limited liability company any other entity and any government

or any department or agency thereof, whether acting in an individual, fiduciary or other capacity. The parties hereto acknowledge and agree that the doctrine or rule of law or rule of construction that ambiguities in a contract or written agreement are to be construed against the party that drafted such contract or agreement shall not be employed in connection with this Agreement, and that this Agreement shall be construed in accordance with its fair meaning.

12.11 Amendments. This Agreement may be amended or modified only by a written instrument signed by Buyer and Seller.

12.12 No Recording. Neither this Agreement or any memorandum or short form thereof may be recorded by Buyer.

12.13 Computation of Time. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless "business days" is otherwise expressly provided. Therefore, if (a) the last date by which close of escrow is permitted to occur hereunder, or (b) any date by which either party hereto is required to provide the other party with notice hereunder, occurs on a Saturday or a Sunday or a banking holiday in California, then and in any of such events, such applicable date shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next succeeding day, which is not a Saturday, Sunday or banking holiday.

12.14 No Third Party Rights; Brokers Not Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement. Seller and Buyer agree that it is their specific intent that no broker is a party to or a third-party beneficiary of this Agreement or the escrow established pursuant to this Agreement; and further that consent of a broker is not necessary to any agreement, amendment or document with respect to the transaction contemplated by this Agreement.

12.15 Electronic Signatures. Each party (i) has agreed to permit the use, from time to time, of telecopied or electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its telecopied or electronic signature, (iii) is aware that the other will rely on the telecopied or electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term "telecopied signature" shall include any signature sent via facsimile or via email in portable document format (".pdf"), including DocuSign.

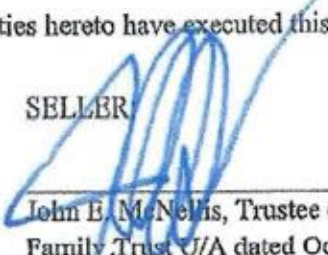
12.16 Natural Hazard Disclosure. Buyer understands and acknowledges that the Real Property is within the Coastal Zone and Flood Zone. Furthermore, Seller shall commission Title Company or its affiliate to prepare a natural hazard disclosure statement, including the matters required by that certain Article 1.7 of the California Civil Code (currently Sections 1103 through 1103.14). Buyer acknowledges that this transaction is not subject to such Article 1.7, but that nevertheless the Natural Hazard Disclosure shall serve to satisfy any and all disclosure requirements relating to the matters referenced in the Natural Hazard Disclosure. Seller does not warrant or represent either the accuracy or completeness of the information in the Natural Hazard Disclosure, and Buyer shall use same merely as a part in its overall investigation of the Property

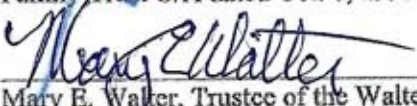
[The next page contains signatures; remainder of page intentionally left blank.]

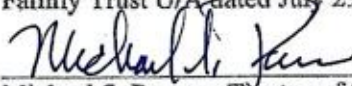
J BMS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

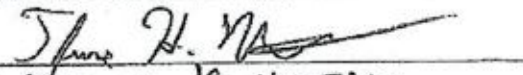

John E. McNellis, Trustee of the McNellis
Family Trust U/A dated Oct. 6, 1993


Mary E. Walter, Trustee of the Walter
Family Trust U/A dated July 29, 2003


Michael S. Powers, Trustee of the Golding
Powers Trust U/A dated 08/28/97

BUYER:

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

By: 
Name: Thomas H. McQuinn
Its: Humboldt County Director of Public Works

The undersigned hereby accepts the
instructions set forth herein as of this _____
day of June, 2026.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Parcel One:

Parcel 1 of Parcel Map No. 2644, as per Map recorded in Book 24, page 3 of Parcel Maps, Humboldt County Records.

Parcel Two:

The appurtenant rights created under that certain Reciprocal Easement Agreement, dated October 20, 1989, by and between Inland Real Estate Corporation, an Illinois Corporation, and K Mart Corporation, a Michigan Corporation, recorded November 22, 1989 as Instrument No. 1989-25170, Humboldt County Official Records.

APN: 302-171-039-000

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EXHIBIT B

LIST OF DOCUMENTS TO BE DELIVERED OR MADE AVAILABLE TO BUYER

Title documents

- Preliminary Title Report including title exceptions – *to be ordered from Chicago Title upon escrow opening;*

Property Taxes

- 2024-25 Property tax bill
- 2025 Modified Business Property Statement – *to remove former owners' personal property valuation from property tax bill*

Insurance (*current coverage part of McNellis Partners portfolio insurance package*)

- Loss Control Report December 2024 – *pallets noted in report have been removed*
- Eureka Fire System Inspection Report December 2024 – *as requested by loss control report*

Roof (*replaced approximately 2010*)

- Roof Inspection Report dated December 5, 2024
- Letter dated February 21, 2025 certifying completion of repairs

Environmental

- Asbestos Survey and Lead Paint Sampling December 2024
- Eureka K-Mart Phase One Report November 2002
- Eureka K-Mart EDR Report 2004
- Limited Asbestos Survey January 8, 2019
- Mold Sampling December 4, 2024

Cal Trans

- Cal Trans 2010 Signal Modification Correspondence
- Cal Trans Access Request December 2024

Plans and Permits

- Poppa & Barkley permit history
- Poppa & Barkley space plan
- Eureka survey/parcel map
- K-Mart site plan aerial
- K-Mart building plans

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____

Mail Tax Statements to:

Attn: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE
The undersigned grantor or its agent 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 Eureka

(Signature of grantor or agent above)

APN:

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John E. McNellis, trustee of The McNellis Family Trust U/A dated October 6, 1993, as to an undivided seventy-eight and eight-eighth hundredths percent (78.88%) interest, Mary E. Walter, trustee of The Walter Family Trust U/A dated July 29, 2003, as to an undivided ten and fifty-sixth hundredths percent (10.56%) interest, and Michael S. Powers, trustee of Golding Powers Trust U/A dated 08/28/1997, as to an undivided ten and fifty-six hundredths percent (10.56%) interest (collectively, "Grantor")

hereby GRANT(S) to _____ ("Grantee")

that certain real property in the City of Eureka, County of Humboldt, State of California, as legally described in Exhibit A attached hereto and made a part hereof (the "Property"), subject to all liens, covenants, conditions, restrictions, rights-of-way, easements, encumbrances and other matters of record, all non-delinquent tax liens and general and special assessments, and all matters that would be revealed or disclosed in an accurate survey of said real property and improvements thereon.

[signature page follows]

Mail Tax Statements To: Same As Provided Above

1 MS

Dated: _____, 2026

John B. McNellis, Trustee of the McNellis
Family Trust U/A dated Oct. 6, 1993

Dated: _____, 2026

Mary E. Walter, Trustee of the Walter
Family Survivor's Trust

Dated: _____, 2026

Michael S. Powers, Trustee of the Golding
Powers Trust U/A dated 08/28/97

Mail Tax Statements To: Same As Provided Above

Handwritten signature and initials in blue ink, possibly reading "HSE" or "HSE" with a large "W" below it.

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

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

Parcel One:

Parcel 1 of Parcel Map No. 2644, as per Map recorded in Book 24, page 3 of Parcel Maps, Humboldt County Records.

Parcel Two:

The appurtenant rights created under that certain Reciprocal Easement Agreement, dated October 20, 1989, by and between Inland Real Estate Corporation, an Illinois Corporation, and K Mart Corporation, a Michigan Corporation, recorded November 22, 1989 as Instrument No. 1989-25170, Humboldt County Official Records.

APN: 302-171-039-000

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

STATE OF CALIFORNIA

COUNTY OF _____)

On _____ before me, _____
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]

ms?
(2)

EXHIBIT D

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made this ____ day of _____, 2026 by John E. McNellis, trustee of The McNellis Family Trust U/A dated October 6, 1993, Mary E. Walter, trustee of The Walter Family Trust U/A dated July 29, 2003, Michael S. Powers, trustee of Golding Powers Trust U/A dated 08/28/1997 (collectively, "Seller"), in favor of _____, a _____ ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Agreement of Purchase and Sale and Joint and Mutual Escrow Instructions dated as of _____, 2026 (the "Agreement") with respect to the sale of certain Property identified therein. (Any capitalized term used, but not otherwise defined herein, shall have the meaning set forth in the Agreement)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer, effective as of the Close of Escrow under the Agreement, all of Seller's right, title and interest in the Personal Property referred to in Section 1.1(d) of the Agreement, without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Agreement.

WITH RESPECT TO ALL MATTERS TRANSFERRED HEREUNDER, SELLER EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE).

This Bill of Sale shall be binding upon and inure to the benefit of the successors and permitted assigns of Buyer and Seller.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the day and year first written above.

John E. McNellis, Trustee of the McNellis
Family Trust U/A dated Oct. 6, 1993

Mary E. Walter, Trustee of the Walter
Family Survivor's Trust

Michael S. Powers, Trustee of the Golding
Powers Trust U/A dated 08/28/97

MS
W