

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
OF THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON**

June 21, 2017

To: HONORABLE CHAIR AND BOARDMEMBERS

FROM: THE EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON CONDUCTING A PUBLIC HEARING AND APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND LIAO COMPTON LLC, FOR THE PURCHASE OF SUCCESSOR AGENCY OWNED PROPERTY LOCATED AT 250 NORTH CENTRAL AVENUE

SUMMARY

Staff respectfully requests the Oversight Board to (I) hold a public hearing and (ii) concur with the Successor Agency Board's Resolution authorizing the Executive Director to work out the terms of a Purchase and Sale Agreement (PSA) between the Successor Agency and Liao Compton, LLC (the "Developer") for disposition of certain Successor Agency-owned property located at 250 N. Central Avenue in the City of Compton.

BACKGROUND

Pursuant to AB X1 26 ("Dissolution Act"), the Compton Community Redevelopment Agency ("Former Agency") was dissolved as of February 1, 2012 and the Successor Agency was established. The Dissolution Act also established an Oversight Board to the Successor Agency ("Oversight Board") to wind down the affairs of the Former Agency. Subsequent to the Dissolution Act, all real properties of the Former Agency were transferred to the control of the Successor Agency by operation of the law in the accordance with California Health and Safety Code, Section 34175 (b).

The Dissolution Act also permitted former redevelopment agencies to dispose their properties (assets) in accordance with their respective State-approved Long Range Management Plans (LRPMP). On December 30, 2015, the California State Department of Finance ("DOF") approved the City of Compton's Long Range Property Management Plan as the framework for disposition of its properties. Agency staff has expeditiously commenced disposition of Agency-owned properties in accordance with the DOF-approved LRPMP. The Purchase and Sale Agreement before the Board is the subject of this Public Hearing.

On June 20, 2017, the Board of Directors of the Successor Agency authorized the Executive Director to work out the terms of a Purchase and Sale Agreement between the Successor Agency and Liao Compton, LLC. (Developer), for disposition of the Successor Agency owned property located at 250 N. Central Avenue in the City of Compton. The site consists of approximately 2.47 acres, as more particularly described in Exhibit A attached hereto, on which there exist certain improvements. The Developer intends to purchase the undivided 5/6th interest in assessor parcel number 6143-011-018 (the “Undivided Interest”), which is an approximately 450 square foot parcel. If Landlord is successful in acquiring the Undivided Interest such parcel shall be included as part of the Premises and if not it shall be excluded.

STATEMENT OF THE ISSUE

The Developer is acquiring subject property with the intent of leasing subject site to Compton YouthBuild. Compton YouthBuild, a nonprofit organization Compton-based private non-profit 501(c) (3) organization located at 477 East Compton Blvd. provides educational and workforce training program for students (aged 16--24 years) to obtain high school diplomas while simultaneously learning occupational skills in the construction/building and culinary/hospitality fields. Compton Youthbuild (Tenant) will undertake certain improvements (collectively, the “Improvements”) on subject site in accordance with plans and specifications approved by the Landlord as provided in the Ground Lease Agreement (attached).

As of this date, the Agency has worked out the terms of the Purchase and Sale Agreement for consideration by the Oversight Board. Staff recommendation for approval of the Purchase and Sale Agreement between the Successor Agency and Liao Compton, LLC is based on several factors. First, the City of Compton’s First Source Hiring Program requires contractors and developers to hire skilled Compton residents for City/Agency sponsored projects. The retention of this vocational training facility in the community will enable Compton to effectively achieve its local hiring objectives under the program. Third, the LRPMP requires former redevelopment agencies must dispose their real estate assets in a manner that maximizes the market value of subject properties. Compton YouthBuild’s offer to purchase the site for the fair market value of Two Million Six Hundred and Six Thousand Dollars (\$2,606,000.00) is consistent with the provisions of the LRPMP.

RECOMMENDATION

Staff respectfully request the Board to approve the proposed Purchase and Sale Agreement between Liao Compton, LLC., and the Successor Agency for purchase, disposition and development of Successor Agency owned property located at 250 N. Central Avenue in the City of Compton.

KOFI SEFA-BOAKYE
REDEVELOPMENT MANAGER

CECIL W. RHAMBO
EXECUTIE DIRECTOR

RESOLUTION NO. _____2017-003_____

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON CONDUCTING A PUBLIC HEARING AND APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND LIAO COMPTON LLC, FOR THE PURCHASE OF SUCCESSOR AGENCY OWNED PROPERTY LOCATED AT 250 NORTH CENTRAL AVENUE

WHEREAS, the Community Redevelopment Agency of the City of Compton (the “Former Agency”) was a redevelopment agency duly formed pursuant to the Community Redevelopment Law, as set forth in Part 1 of Division 24 of the California Health and Safety Code (“HSC”); and

WHEREAS, pursuant to ABX1 26 (which became effective in June 2011), the Former Agency was dissolved as of February 1, 2012, the Successor Agency to the Community Redevelopment Agency of the City of Compton (the “Successor Agency”) was constituted and an oversight board of the Successor Agency (the “Oversight Board”) was established to wind down the affairs of the Former Agency; and

WHEREAS, pursuant to HSC Section 341750(b), all assets, properties, contracts, leases, books and records, buildings, and equipment of the Former Agency transferred to the control of the Successor Agency by operation of law, including the real property located at 250 North Central Avenue in the City of Compton; and

WHEREAS, in accordance with Section 34177 of the Dissolution Act, the Successor Agency is to dispose of assets and properties of the Former Agencies “expeditiously and in a manner aimed at maximizing value” in accordance with State-approved Long Range Management Plans (LRPMP). On December 30, 2015, the California State Department of Finance (“DOF”) approved the City of Compton’s Long Range Property Management Plan as the framework for disposition of its properties; and

WHEREAS, the Board of Directors of the Successor Agency, has directed the Executive Director to work out the terms of a Purchase and Sale Agreement (PSA) between the Successor Agency and Liao Compton, LLC (the “Developer”) for disposition of certain Successor Agency-owned property located at 250 N. Central Avenue in the City of Compton; and

WHEREAS, the Developer is acquiring subject property with the intent of leasing the site to Compton YouthBuild. Compton YouthBuild, a nonprofit organization Compton-based private non-profit 501(c) (3) organization located at 477 East Compton Blvd. provides educational and workforce training program for students (aged 16--24 years) to obtain high school diplomas while simultaneously learning occupational skills in the construction/building and culinary/hospitality fields; and

WHEREAS, staff has determined that the purchase price of Two Million Six Hundred and Six Thousand Dollars (\$2,606,000.00) offered by Liao Compton, LLC to acquire the site maximizes the market value of subject property in accordance with the City’s Long Range Property Management Plan (LRPMP); and

WHEREAS, the Successor Agency has presented to the Oversight Board a Purchase and Sale Agreement by and between the Successor Agency and the Developer for the Sale of the Property by the Successor Agency in accordance with LRPMP; and

WHEREAS, the Oversight Board has conducted a duly noticed public hearing on the proposed sale of the Property to Compton YouthBuild pursuant to the Purchase Agreement.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE CITY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE

CITY OF COMPTON, HEREBY FINDS, DETERMINES, RESOLVE, AND ORDERS AS FOLLOWS:

Section 1. That the above recitals are hereby true and correct and are a substantive part of this resolution.

Section 2. That upon the approval or deemed approval of this resolution by the Department of Finance, the Oversight Board hereby approves the sale of the Property to Compton YouthBuild, pursuant to the Purchase and Sale Agreement and hereby authorizes and directs the Successor Agency to execute the Purchase and Sale Agreement substantially in the form presented to the Oversight Board at this meeting.

Section 3. That the staff of the Successor Agency is hereby directed to transmit a copy of this Resolution and Purchase and Sale Agreement to the Department of Finance together with written notice of information regarding the action taken by this Resolution. Such notice to the Department of Finance shall be provided by electronic means and in a manner of Department Finance choosing.

Section 4. That the proceeds from the sale of the Property shall be remitted to the Los Angeles County Auditor–Controller for distribution to the affected taxing entities or retained by the Successor Agency for payment of enforceable obligation.

Section 5. That this Resolution shall become effective in accordance with HSC 34181(f).

Section 6. That the officers and staff of the Oversight Board and the Successor Agency are hereby authorized and directed, jointly and severally to do any and all things which they may deem necessary or advisable to effectuate the purposes of the Purchase Agreement and this Resolution, including the execution and delivery of any other documents which they may deem necessary or advisable.

Section 7. That a certified copy of this resolution shall be filed in the offices of the Executive Director of the Successor Agency.

ADOPTED this 21 day of June , 2017.

**CHAIRPERSON OF THE OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

ATTEST:

**SECRETARY TO THE OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Estevan Padilla, Secretary to the Oversight Board to the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing resolution was adopted by the Board, signed by the Chairperson, and attested by the Secretary at the regular meeting thereof held on the __21__ day of _____June_____, 2017.

That said resolution was adopted by the following vote, to wit:

AYES: BOARD MEMBERS -
NOES: BOARD MEMBERS -
ABSENT: BOARD MEMBERS -

**SECRETARY TO THE OVERSIGHT BOARD
TO THE SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

Long Beach Press-Telegram

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Long Beach, CA 90844
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CITY OF COMPTON/LEGALS
205 S WILLOW BROOK AVE
COMPTON, CA 90220

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Amount Due: \$345.01

Invoice Text: **PUBLIC NOTICE
OVERSIGHT BOARD TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY FOR THE CITY OF COMPTON**

Notice is hereby given that the Oversight Board to the Former Community Redevelopment Agency of the City of Compton will hold a public hearing in the City Council Chambers, City Hall at 205 South Willowbrook Ave. Compton Ca, on June 21, 2017 at 10:00 a.m. to consider the proposed sale of the following Successor Agency-owned property located at 250 North Central Avenue (APN 6143-011-901; APN 6143-011-902; APN 6143-011-018 to Liao Compton LLC

All interested persons are invited to appear at the time and place specified above to give testimony regarding the proposed sale. Further information may be obtained by contacting Kofi Sefa-Boakye, Manager, Successor Agency at (310) 605-5511 or Commission Services at (213) 974-1431 or commserv@bos.lacounty.gov.

PARA INFORMACIÓN EN ESPAÑOL, por favor comuníquese a la oficina de Servicios de Comisión al numero (213) 974 1431 entre 8:00 a.m. a 5:00 p.m. lunes a viernes.

Posted on June 5, 2017

Pub June 8, 2017(1t)PT(962601)

Long Beach Press-Telegram

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CITY OF COMPTON/LEGALS
205 S WILLOW BROOK AVE
COMPTON, CA 90220

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/08/2017

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 9th day of June, 2017.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities:
Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

(Space below for use of County Clerk Only)

Legal No. **0010962601**

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Posted on June 5, 2017

Pub June 8, 2017(11)PT(962601)

PURCHASE AND SALE AGREEMENT
[250 NORTH CENTRAL AVENUE]

SUCCESSOR AGENCY TO THE
COMPTON COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON,
a public body
“Agency”

LIAO COMPTON LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

“Purchaser”

June __, 2017

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
1.1 Definitions.....	1
ARTICLE 2 PURCHASE AND SALE OF THE PROPERTY	4
2.1 Purchase and Sale	4
2.2 Payment of Purchase Price.....	4
2.3 Escrow.....	4
2.4 Conditions to Close of Escrow	6
2.5 Condition of Title; Survey; Title Insurance	7
2.6 Escrow and Title Charges; Prorations.....	8
2.7 Due Diligence Period; Access	9
2.8 Natural Hazard Disclosure Requirement Compliance	9
2.9 Termination By the Purchaser	9
2.10 Condition of the Property.....	10
2.11 Escrow Holder	11
ARTICLE 3 EVENTS OF DEFAULT, REMEDIES AND TERMINATION	12
3.1 Purchaser Events of Defaults	12
3.2 Agency Events of Default.....	12
3.3 Remedies in the Event of Default	13
3.4 Possession	14
3.5 No Personal Liability	14
3.6 Legal Actions	14
ARTICLE 4 GENERAL PROVISIONS	15
4.1 Notices	15
4.2 Construction.....	15

TABLE OF CONTENTS (cont.)

	<u>Page</u>
4.3 Purchaser's Warranties	15
4.4 Interpretation.....	16
4.5 Time of the Essence	16
4.6 Attorneys' Fees	16
4.7 Approvals by the Agency and the Purchaser	16
4.8 Entire Agreement, Waivers and Amendments.....	16
4.9 Counterparts	17
4.10 Severability	17
4.11 Survival	17
4.12 Representations of Agency	17
4.13 Reaffirmation	18
4.14 Broker(s)	18
4.15 No Third Party Beneficiaries other than Agency's Oversight Board	18
4.16 Assignment of Agreement	18
4.17 Independent Consideration	19
4.18 Exhibits; Sections.....	19
4.19 Facsimile; Electronic Mail.....	19
4.20 Conflicting Demands	19
4.21 Relationship of Parties	19
4.22 Further Acts	19
4.23 Not an Option.....	19

**PURCHASE AND SALE AGREEMENT
[250 NORTH CENTRAL AVENUE]**

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of June __, 2017 (the “**Effective Date**”) is entered into by and between the SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, (the “**Agency**”), and LIAO COMPTON LLC, a California limited liability company (the “**Purchaser**”). The Agency and the Purchaser are hereinafter sometimes individually referred to as a “party” and collectively referred to as the “parties”.

RECITALS

This Agreement is entered into with reference to the following facts:

The Agency owns the fee interest in that certain real property (the “**Real Property**”) located in the City of Compton, County of Los Angeles, State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (such real property together with all improvements located thereon and the Appurtenances, as defined in Section 1.1.3, is referenced to herein as the “**Property**”).

Subject to all of the terms and conditions of this Agreement, the Agency wishes to convey to the Purchaser and the Purchaser wishes to acquire the Property from the Agency.

NOW, THEREFORE, in reliance upon the foregoing Recitals, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

1.1.1 **Agency** means the Successor Agency to the Community Redevelopment Agency of the City of Compton, a public body, and the successor-in-interest by operation of law to the former Community Redevelopment Agency of the City of Compton. The principal office of the Agency is located at 205 South Willowbrook, Compton, California 90220.

1.1.2 **Agreement** means this Purchase and Sale Agreement.

1.1.3 **Appurtenances** means all of the Agency’s right, title and interest, if any, in and to the following but only to the extent assignable by law and without the prior consent of a third party and pertaining solely to the Real Property (and not any other property owned by the Agency): (a) all improvements on the Real Property as of the Close of Escrow; (b) all rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders, including, without limitation, all (i) development rights and credits, air rights, water rights, and water stock, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, and (iii) mineral, oil,

gas, and other subsurface rights; (c) all plats, maps, improvement plans, engineering plans, reports and data, surveys, third party reports and studies, designs, drawings and specifications; (d) all documents pertaining to the Real Property provided to Purchaser by or on behalf of the Agency prior to the Close of Escrow; (e) all architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements; (f) deposits, credits, fee credits (including without limitation water meter credits), pre-paid fees, refunds of impact or permit fees, reimbursements, rights to reimbursements and benefits of any cost sharing agreements, and school fee mitigation agreements, community facilities district and other assessment district rights, proceeds, deposits, advances, reimbursements, formation documents and benefits, and construction and design defect claim; and (g) guarantees, warranties, and utility contracts.

1.1.4 **Business Day** or **Business Days** means Monday, Tuesday, Wednesday, Thursday or Friday, other than any federal holiday, State of California holiday, or other holiday on which banks are required or permitted to close for business.

1.1.5 **City** means the City of Compton, a municipal corporation, exercising governmental functions and powers, and organized and existing under the laws of the State of California. The principal office of the City is located at 205 South Willowbrook, Compton, California 90220.

1.1.6 **Close of Escrow** and **Closing** are defined in Section 2.3.2.

1.1.7 **Deemed Disapproved Exceptions** is defined in Section 2.5.2.

1.1.8 **Default** is defined in Section 3.2.

1.1.9 **Deposit** is defined in Section 2.2.1.

1.1.10 **Disapproved Exceptions** is defined in Section 2.5.2.

1.1.11 **Disapproval Notice** is defined in Section 2.5.2.

1.1.12 **Due Diligence Period** is defined in Section 2.7.

1.1.13 **Escrow** is defined in Section 2.3.1.

1.1.14 **Escrow Holder** means Old Republic Title Company. The principal office of the Escrow Holder for purposes of this Agreement is 241 South Figueroa Street, Suite 200, Los Angeles, CA 90071, Attention: Julie Ramirez, Escrow Officer, Telephone: (213) 204-7013, Fax: (800) 210-8704, Email: jramirez1@oldrepublictitle.com

1.1.15 **General Assignment** means the General Assignment attached hereto as **Exhibit “D”**.

1.1.16 **Grant Deed** is defined in Section 2.5.3.

1.1.17 **Ground Lease** means the Ground Lease attached hereto as **Exhibit “E”**.

1.1.18 **Hazardous Materials** means any chemical, material or substance now or hereafter defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “restricted hazardous waste,” “toxic substances,” “pollutant or contaminant,” “imminently hazardous chemical substance or mixture,” “hazardous air pollutant,” “toxic pollutant,” or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Property, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. (“**CERCLA**”); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. The term “Hazardous Materials” shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and in any and all amendments thereto in effect as of the date of the Close of Escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2012, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyl’s; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Property, to adjacent properties, or to persons on or about the Property, (ii) which causes the Property to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Property requires investigation, reporting or remediation under any such laws or regulations.

1.1.19 **Memorandum of Ground Lease** means the Memorandum of Ground Lease attached hereto as **Exhibit “F”**.

1.1.20 **Outside Date** is defined in Section 2.3.2.

1.1.21 **Property** is defined in the first Recital.

1.1.22 **Purchase Price** is defined in Section 2.1.

1.1.23 **Purchaser** means Liao Compton LLC, a California limited liability company. The principal office of the Purchaser for purposes of this Agreement is at 1760 Del Mar Avenue, San Marino, CA 91108.

1.1.24 **Released Parties** is defined in Section 2.10.

1.1.25 **Review Period** is defined in Section 2.5.2.

1.1.26 **Right of Entry Agreement** is defined in Section 2.7.

1.1.27 **Survey** is defined in Section 2.5.1.

1.1.28 **Title Company** means Old Republic Title Insurance Company, 241 South Figueroa Street, Suite 200, Los Angeles, CA 90071, Attn: Frank Cruz, telephone (213) 204-7017, email fcruz@oldrepublictitle.com.

1.1.29 **Title Policy** is defined in Section 2.5.4.

1.1.30 **Title Report** is defined in Section 2.5.1.

1.1.31 **Transaction Costs** means all costs incurred by either party in entering into this transaction and closing Escrow, including but not limited to Escrow fees and costs, attorneys' fees, staff time, appraisal costs, and costs of financial advisors and other consultants.

ARTICLE 2 PURCHASE AND SALE OF THE PROPERTY

2.1 Purchase and Sale. The Agency agrees to sell the Property to the Purchaser, and the Purchaser agrees to purchase the Property from the Agency, for the sum of Two Million Six Hundred and Six Thousand Dollars (\$2,606,000) (the "**Purchase Price**").

2.2 Payment of Purchase Price. The Purchase Price shall be payable by Purchaser as follows:

2.2.1 Deposit. Within three (3) Business Days following the opening of Escrow, Purchaser shall deposit with Escrow Holder the sum of Fifty Thousand and No/100 Dollars (\$50,000), by certified check or wire transfer of federal funds or in another immediately available form (collectively, the "**Deposit**"). The Deposit shall be invested by Escrow Holder in an interest bearing account acceptable to the benefit of the Purchaser, with all interest accruing thereon to be credited to the Purchase Price upon the Close of Escrow. Except as otherwise provided for herein, the Deposit and any interest earned on the Deposit while in the Escrow shall be applicable in full towards the Purchase Price upon Closing.

2.2.2 Closing Funds. Prior to the Close of Escrow, Purchaser shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or by a confirmed federal wire transfer of funds, the balance of the Purchase Price, plus an amount equal to all other costs, expense and prorations payable by Purchaser hereunder.

2.3 Escrow.

2.3.1 Opening of Escrow. Within three (3) Business Days after the parties' full execution of this Agreement, the Purchaser and the Agency shall open an escrow (the "**Escrow**") with the Escrow Holder for the transfer of the Property to the Purchaser. The parties shall deposit with the Escrow Holder a fully executed duplicate original of this Agreement, which shall serve as the escrow instructions (which may be supplemented in writing by mutual agreement of the parties) for the Escrow. The Escrow Holder is authorized to act under this Agreement, and to carry out its duties as the Escrow Holder hereunder.

2.3.2 Close of Escrow. “**Close of Escrow**” or “**Closing**” means the date Escrow Holder causes the Grant Deed to be recorded in the Official Records of the County of Los Angeles and delivers the Purchase Price (less any costs, expenses and prorations payable by the Agency) to the Agency. Possession of the Property shall be delivered to the Purchaser on the Close of Escrow. Notwithstanding anything to the contrary contained herein, the Close of Escrow shall occur within the earlier to occur of (i) the next business day following the satisfaction or waiver of all of the conditions to the close of Escrow set forth in Section 2.4, or (ii) fifteen (15) days following the expiration of the Due Diligence Period (the “**Outside Date**”) or this Agreement shall automatically terminate; provided, however, the Outside Date may be extended upon written consent of the Purchaser and the Executive Director of the Agency, which consent may be given or withheld in the exercise of their sole discretion. If the Closing does not occur on or before the Outside Date due to a default by either party, then the defaulting party shall pay all Escrow cancellation fees (and if the defaulting party is the Purchaser, then the Agency shall be entitled to the Deposit under Section 3.3.1). If the Closing does not occur due to a termination by Purchaser under Section 2.5.2 or 2.7, then the Deposit shall be returned to Purchaser, and Purchaser shall pay all Escrow cancellation fees (which may be deducted from the Deposit). If the Closing does not occur for any other reason, then this Agreement shall automatically terminate, the Deposit shall be promptly returned to the Purchaser, and each party shall pay one half (½) of any Escrow cancellation charges.

2.3.3 Delivery of Closing Documents.

(a) The Agency and Purchaser agree to deliver to Escrow Holder, at least three (3) Business Days prior to the Close of Escrow, the following instruments and documents, the delivery of each of which shall be a condition precedent to the Close of Escrow:

(i) The Grant Deed, duly executed and acknowledged by the Agency, conveying a fee simple interest in the Property to Purchaser, subject only to such exceptions to title as Purchaser may have approved or have been deemed to approve pursuant to Section 2.6;

(ii) Two (2) duly executed original counterparts of the General Assignment;

(iii) The Agency’s affidavit as contemplated by California Revenue and Taxation Code Section 18662;

(iv) A Certification of Non-Foreign Status signed by Agency in accordance with Internal Revenue Code Section 1445;

(v) Such proof of the Agency’s and Purchaser’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy;

(vi) Two (2) duly executed copies of the Ground Lease; and

(vii) Two (2) duly executed copies of the Memorandum of Ground Lease.

2.4 Conditions to Close of Escrow. The obligations of the Agency and Purchaser to close the transaction which is the subject of this Agreement shall be subject to the satisfaction, or waiver in writing by the party benefited thereby, of each of the following conditions:

2.4.1 For the benefit of the Agency, the Purchaser shall have deposited the balance of the Purchase Price, together with such funds as are necessary to pay for costs, expenses and prorations payable by Purchaser hereunder (including the Agency's appraisal costs).

2.4.2 For the benefit of the Agency, all actions and deliveries to be undertaken or made by Purchaser on or prior to the Close of Escrow as set forth herein shall have occurred, as reasonably determined by the Agency.

2.4.3 For the benefit of the Purchaser, all actions and deliveries to be undertaken or made by the Agency on or prior to the Close of Escrow shall have occurred, as reasonably determined by the Purchaser.

2.4.4 For the benefit of the Agency, all Agency approvals as required herein to be obtained prior to the Close of Escrow shall have been so obtained.

2.4.5 For the benefit of the Agency, the Purchaser shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the Purchaser shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.6 For the benefit of the Purchaser, the Agency shall have executed and delivered to Escrow Holder all documents and funds required to be delivered to Escrow Holder under the terms of this Agreement and the Agency shall otherwise have satisfactorily complied with its obligations hereunder.

2.4.7 For the benefit of the Agency, the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects.

2.4.8 For the benefit of the Purchaser, the representations and warranties of the Agency contained in this Agreement shall be true and correct in all material respects as of the Close of Escrow.

2.4.9 For the benefit of the Purchaser, Title Company shall be irrevocably committed to issuing in favor of the Purchaser the Title Policy, in form and substance, and with endorsements reasonably acceptable to the Purchaser, as provided in Section 2.5.4.

2.4.10 For the benefit of the Purchaser, that no condemnation or eminent domain action shall have been commenced or be contemplated to acquire the Property or any portion thereof.

If all the foregoing conditions have not been met or expressly waived in writing by the benefitted party on or before the respective dates set forth therein, or if no date is set forth therein on the Closing Date, then this Agreement shall become null and void, in which event, except as

expressly set forth in this Agreement, neither party shall have any further rights, duties or obligations hereunder, and Purchaser shall be entitled to the immediate refund of the Deposit.

2.5 Condition of Title; Survey; Title Insurance.

2.5.1 Within five (5) days after the Effective Date, the Agency shall deliver to the Purchaser for the Purchaser's review and approval, (i) a current preliminary title report covering the Property (the "**Title Report**") and legible copies of any instruments noted as exceptions thereon, and (ii) any survey of the Property in the Agency's possession. The Purchaser at its sole expense may obtain a current or updated ALTA survey of the Property in connection with the issuance of the Title Policy and the Agency shall cooperate with the same. Any survey provided by the Agency or obtained by the Purchaser are each a "**Survey**" hereunder.

2.5.2 The Purchaser shall have until the expiration of the Due Diligence Period (the "**Review Period**") to disapprove any exceptions to title shown on the Title Report or reflected on the Survey (collectively, "**Disapproved Exceptions**") and to provide Agency with notice thereof describing the defect with reasonable particularity (the "**Disapproval Notice**"). Any exceptions to title not disapproved within the Review Period shall be deemed approved. Within ten (10) days after the Agency's receipt of the Disapproval Notice, the Agency shall notify the Purchaser whether or not the Agency intends to remove the Disapproved Exceptions. The Agency shall be under no obligation to remove any Disapproved Exception, but the Agency agrees to cooperate in good faith with the Purchaser in the Purchaser's efforts to eliminate any Disapproved Exception, provided the Agency is not obligated to pay any sum or assume any liability in connection with the elimination of any such Disapproved Exception. If the Agency notifies the Purchaser that the Agency intends to eliminate any Disapproved Exception, the Agency shall do so concurrently with or prior to the Close of Escrow. If the Agency notifies the Purchaser that the Agency does not intend to eliminate any Disapproved Exception(s), the Purchaser, by notifying the Agency within ten (10) days after its receipt of such notice, may elect to terminate this Agreement and receive a refund of the Deposit or take the Property subject to the Disapproved Exception(s). If Purchaser desires to terminate this Agreement, it shall be a condition of such termination that Purchaser deliver to Agency copies of all non-privileged third party due diligence reports and studies. Notwithstanding the foregoing, the Agency covenants to pay in full all loans secured by deeds of trust, any mechanics' and materialmen's liens, and any other monetary liens (other than liens for charges, assessments, taxes, and impositions subject to proration as provided in Section 2.6.2) (collectively, the "**Deemed Disapproved Exceptions**") prior to, or concurrently with, the Close of Escrow, and Escrow Holder is hereby directed to cause the same to be paid from the Purchase Price. The Title Policy shall include such endorsements as the Purchaser shall reasonably request. Any endorsements to the Title Policy are to be paid for by the Purchaser. Notwithstanding the foregoing, the Purchaser may notify the Agency of its disapproval of an exception to title (including exceptions reflected on the Survey) first raised by Title Company or the surveyor after the Review Period, or otherwise first disclosed to the Purchaser after the Review Period (collectively, the "**Additional Exceptions**") within five (5) days after the same was first raised or disclosed to the Purchaser in writing. With respect to Additional Exceptions disapproved by the Purchaser in such notice (which shall also be deemed Disapproved Exceptions), the Agency shall have the same option to eliminate such exceptions that applies to Disapproved Exceptions, and the Purchaser shall have the same option

to accept title subject to such Additional Exceptions or to terminate this Agreement and receive a refund of the Deposit.

2.5.3 At the Close of Escrow, the Purchaser shall receive title to the Property by grant deed substantially in the form attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Grant Deed**”).

2.5.4 At Closing, the Purchaser shall receive a CLTA Owner’s Coverage Policy of Title Insurance (the “**Title Policy**”), together with all endorsements requested by the Purchaser, issued by Title Company in the amount of the Purchase Price, insuring that title to the Property is free and clear of all Disapproved Exceptions, all Deemed Disapproved Exceptions and all liens, easements, covenants, conditions, restrictions, and other encumbrances of record except (a) current taxes and assessments of record, but not any overdue or delinquent taxes or assessments, (b) the matters set forth or referenced in the Grant Deed, and (c) such other encumbrances as the Purchaser approves in writing including those reflected in the Title Report for the Property approved by Purchaser, or as are deemed approved by Purchaser as provided in Section 2.5.2. The Purchaser may obtain an extended coverage policy of title insurance at its own cost.

2.6 Escrow and Title Charges; Prorations.

2.6.1 The Agency shall pay all documentary transfer taxes and the coverage premiums on the standard CLTA Title Policy. Purchaser shall pay the costs of (i) any Survey obtained by the Purchaser, (ii) any endorsements to the Title Policy and (iii) any title insurance premiums for any coverage over and above the standard policy coverage on the CLTA Title Policy to be paid by the Agency. In addition, the Purchaser and the Agency shall each pay one-half (½) of any and all other usual and customary costs, expense and charges relating to the escrow and conveyance of title to the Property, including without limitation, recording fees, document preparation charges and escrow fees. Each party shall be responsible for its own Transaction Costs.

2.6.2 All non-delinquent and current installments of real estate and personal property taxes and any other governmental charges, regular assessments, or impositions against the Property on the basis of the current fiscal year or calendar year shall be pro-rated as of the Close of Escrow based on the actual current tax bill. If the Close of Escrow shall occur before the tax rate is fixed, the apportionment of taxes on the Close of Escrow shall be based on the tax rate for the next preceding year applied to the latest assessed valuation after the tax rate is fixed, which assessed valuation shall be based on the Property’s assessed value prior to the Close of Escrow and the Agency and Purchaser shall, when the tax rate is fixed, make any necessary adjustment. All prorations shall be determined on the basis of a 365 day year. The provisions of this Section 2.6.2 shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

2.6.3 Any Escrow cancellation charges shall be allocated and paid as described in Section 2.3.2 above.

2.7 Due Diligence Period; Access. During the period (the “**Due Diligence Period**”) commencing on the Effective Date and ending at 5:00 p.m. on the date which is thirty (30) days after the Effective Date, the Purchaser may inspect the Property as necessary to (i) approve all zoning and land use matters relating to the Property, (ii) approve the physical condition of the Property, and (iii) satisfy any due diligence requirements of the Purchaser’s lender, if any. Subject to the terms of the Right of Entry and Access Agreement in the form of which is attached hereto as Exhibit “C” (the “**Right of Entry Agreement**”), the Purchaser and its agents shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property and the improvements thereon, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. Prior to the Purchaser’s entry upon the Property, the parties shall execute the Right of Entry Agreement. The Agency shall reasonably cooperate with the Purchaser in its conduct of the due diligence review during the Due Diligence Period. In the event the Purchaser does not approve of the condition of the Property by written notice to the Agency prior to the expiration of the Due Diligence Period, this Agreement shall terminate, the Deposit shall be returned to Purchaser (including any interest earned thereon) and, except as otherwise expressly stated in this Agreement, neither party shall have any further rights or obligations to the other party.

2.8 Natural Hazard Disclosure Requirement Compliance. The Purchaser and the Agency acknowledge that the Agency may be required to disclose if the Property lies within a natural hazard area or zone. The Purchaser and the Agency hereby instruct the Escrow Holder, or an affiliate thereof (who, in such capacity, is herein called the “**Natural Hazard Expert**”), at the Purchaser’s expense, to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling the Agency to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to any natural hazards and to report the result of its examination to the Purchaser and the Agency in writing. The written report prepared by the Natural Hazard Expert regarding the results of its full examination (the “**Natural Hazard Disclosure Statement**”) will fully and completely discharge the Agency from its disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose of this Agreement, the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. The Purchaser agrees to provide the Agency with a written acknowledgment of its receipt of the Natural Hazard Disclosure Statement. Notwithstanding the foregoing, the Purchaser’s receipt of the Natural Hazard Disclosure Statement shall not be deemed to modify or otherwise affect any other express representation, warranty or covenant of the Agency set forth in this Agreement, and shall not constitute a waiver of any of the Purchaser’s rights arising out of a breach by the Agency of the express representations, warranties and covenants of the Agency expressly set forth in this Agreement.

2.9 Termination By the Purchaser. The Purchaser shall have the right to terminate this Agreement on or before the expiration of Due Diligence Period for any reason or for no reason, in the Purchaser’s sole and absolute discretion, by providing the Agency and the Escrow Holder written notice that the Purchaser elects to terminate this Agreement. If the Purchaser elects to terminate this Agreement as set forth herein, then the Purchaser shall deliver such

termination notice on or before the expiration of Due Diligence Period, the Deposit shall be returned to Purchaser, and each party shall pay one half (1/2) of any Escrow cancellation fees.

2.9.1 Contracts and Documents. The Agency shall not, without the Purchaser's written approval: (a) amend or waive any right under any existing contract; or (b) enter into any agreement of any type affecting the Property that would survive the Closing Date unless the same may by its express terms be terminated without cost on no more than thirty (30) days' prior notice.

2.10 Condition of the Property. The Property shall be conveyed from the Agency to the Purchaser on an "AS IS" condition and basis with all faults and the Purchaser agrees that the Agency has no obligation to make modifications, replacements or improvements thereto. Except as expressly and specifically provided in this Agreement, the Purchaser and anyone claiming by, through or under the Purchaser hereby waives its right to recover from and fully and irrevocably releases the Agency, the City and the Agency's Oversight Board, and their respective officers, directors, employees, representatives, agents, advisors, servants, attorneys, successors and assigns, and all persons, firms, corporations and organizations acting on the Agency's, the City's or Oversight Board's behalf (collectively, the "**Released Parties**") from any and all claims, responsibility and/or liability that the Purchaser may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to the matters pertaining to the Property described in this Section 2.10. This release includes claims of which the Purchaser is presently unaware or which the Purchaser does not presently suspect to exist which, if known by the Purchaser, would materially affect the Purchaser's release of the Released Parties. If the Property is not in a condition suitable for the intended use or uses, then it is the sole responsibility and obligation of the Purchaser to take such action as may be necessary to place the Property in a condition suitable for Purchaser's intended use or uses. Except as otherwise expressly and specifically provided in this Agreement and without limiting the generality of the foregoing, THE AGENCY MAKES NO REPRESENTATION OR WARRANTY AS TO (i) THE VALUE OF THE PROPERTY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE HABITABILITY, MARKETABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OF THE PROPERTY; (iv) THE MANNER, QUALITY, STATE OF REPAIR OR CONDITION OF THE PROPERTY; (v) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (vi) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION OR POLLUTION LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (vii) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER OR ADJACENT TO THE PROPERTY; (viii) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (ix) WITH RESPECT TO ANY OTHER MATTER, THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, THE PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE AGENCY.

THE PURCHASER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH IS SET FORTH BELOW:

“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.”

BY INITIALING BELOW, PURCHASER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Purchaser's Initials

The waivers and releases by the Purchaser herein contained shall survive the Close of Escrow and the recordation of the Grant Deed and shall not be deemed merged into the Grant Deed upon its recordation.

Notwithstanding the foregoing, the waivers and releases contained in this Section 2.10 shall not apply to, nor shall the Released Parties be released from, any actual misrepresentation or act of fraud on their part.

2.11 Escrow Holder.

2.11.1 Closing Agent. Pursuant to Section 6045 of the Internal Revenue and Taxation Code, the Escrow Holder shall be designated the closing agent hereunder and shall be solely responsible for complying with the tax reform act of 1986 with regard to reporting all settlement information to the Internal Revenue Service.

2.11.2 Escrow Holder is authorized and instructed to:

(a) Pay and charge the Purchaser for any fees, charges and costs payable by the Purchaser under this Article. Before such payments are made, the Escrow Holder shall notify the Agency and the Purchaser of the fees, charges, and costs necessary to close the Escrow;

(b) Pay and charge the Agency for any fees, charges and costs payable by the Agency under this Article. Before such payments are made, the Escrow Holder shall notify the Agency and the Purchaser of the fees, charges, and costs necessary to close the Escrow;

(c) Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow and this Agreement have been fulfilled by the Agency and the Purchaser; and

(d) Record the Grant Deed, the Memorandum of Ground Lease, and any other instruments delivered through the Escrow, if necessary or proper, to vest title in the Purchaser in accordance with the terms and provisions of this Agreement.

2.12 Any amendment of these escrow instructions shall be in writing and signed by both the Agency and the Purchaser.

2.13 All communications from the Escrow Holder to the Agency or the Purchaser shall be directed to the addresses and in the manner established in Section 4.1 of this Agreement for notices, demands and communications between the Agency and the Purchaser.

2.14 The responsibility of the Escrow Holder under this Agreement is limited to performance of the obligations imposed upon it under this Article, any amendments hereto, and any supplemental escrow instructions delivered to the Escrow Holder that do not materially amend or modify the express provisions of these escrow instructions.

ARTICLE 3 EVENTS OF DEFAULT, REMEDIES AND TERMINATION

3.1 Purchaser Events of Defaults. Occurrence of any or all of the following, prior to the Close of Escrow, if uncured after the expiration of any applicable cure period, shall constitute a default (“**Purchaser Event of Default**”) under this Agreement:

3.1.1 Filing of a petition in bankruptcy by or against the Purchaser or appointment of a receiver or trustee of any property of the Purchaser, or an assignment by the Purchaser for the benefit of creditors, or adjudication that the Purchaser is insolvent by a court, and the failure of the Purchaser to cause such petition, appointment, or assignment to be removed or discharged within thirty (30) days; or

3.1.2 The Purchaser’s failure to perform any requirement or obligation of Purchaser set forth herein, on or prior to the date for such performance set forth herein, and, so long as such failure is not caused by any wrongful act of the Agency or the City, the Purchaser’s failure to cure such breach within thirty (30) days after receipt of written notice from the Agency of the Purchaser’s breach; or

3.1.3 The Purchaser’s failure to deposit with Escrow Holder the Deposit or the balance of the Purchase Price as required by Section 2.2.1.

3.2 Agency Events of Default. Occurrence of any or all of the following, prior to the Close of Escrow, if uncured after the expiration of the applicable cure period, shall constitute a default (“**Agency Event of Default**”, and together with the Purchaser Event of Default, a “**Default**”) under this Agreement:

3.2.1 The Agency, in violation of the applicable provision of this Agreement, fails to convey the Property to Purchaser at the Close of Escrow; or

3.2.2 The Agency breaches any other material provision of this Agreement.

Upon the occurrence of any of the above-described events, the Purchaser shall first notify the Agency in writing of its purported breach or failure, giving the Agency thirty (30) days from receipt of such notice to cure such breach or failure (other than a failure by the Agency to convey the Property at the Close of Escrow, for which there shall be no cure period) or if a cure is not possible within the thirty (30) day period, to begin such cure and diligently prosecute the same to completion, which shall, in any event, not exceed sixty (60) days from the date of receipt of the notice to cure.

3.3 Remedies in the Event of Default.

3.3.1 Remedies General. In the event of a breach or a default under this Agreement by either Purchaser or Agency, the non-defaulting party shall have the right to terminate this Agreement by providing ten (10) days written notice thereof to the defaulting party or, if Purchaser is the non-defaulting party, Purchaser as permitted by law may specifically enforce the provisions of this Agreement. If such breach or default is not cured within such ten (10) day period (other than a failure by the Agency to convey the Property at the Close of Escrow, for which there shall be no cure period), this Agreement and the Escrow for the purchase and sale of the Property shall terminate, and if Purchaser is the non-defaulting party, Purchaser shall thereupon promptly receive a refund of the Deposit and all interest accrued thereon. Except as herein otherwise expressly provided, such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

THE PARTIES HAVE DETERMINED THAT IF THE PURCHASER FAILS TO COMPLETE THE ACQUISITION OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF THE PURCHASER, THE DAMAGE TO THE AGENCY WILL BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, SUCH DAMAGE INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO THE CLOSING, COSTS OF SEEKING ANOTHER PURCHASER UPON THE PURCHASER'S DEFAULT, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. IN ADDITION, PURCHASER WISHES TO LIMIT ITS LIABILITY IN EVENT OF ITS BREACH OF THIS AGREEMENT AND FAILURE TO PURCHASE THE PROPERTY AS CONTEMPLATED IN THIS AGREEMENT, AND THE AGENCY HAS AGREED TO SUCH A LIMITATION. THE PARTIES THUS AGREE THAT SHOULD THIS AGREEMENT FAIL TO CLOSE DUE TO PURCHASER'S BREACH OF THIS AGREEMENT OR ITS WRONGFUL REFUSAL OR FAILURE TO PURCHASE THE PROPERTY CONTEMPLATED IN THIS AGREEMENT, THE SOLE AND EXCLUSIVE REMEDY OF THE AGENCY SHALL BE TO RECOVER THE DEPOSIT FROM THE PURCHASER; ALL OTHER CLAIMS FOR DAMAGES OR CAUSES OF ACTION ARE HEREBY EXPRESSLY WAIVED BY THE AGENCY. SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY THE PURCHASER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE AGENCY. AGENCY HEREBY

WAIVES ANY AND ALL RIGHTS TO PURSUE SPECIFIC PERFORMANCE AND ANY OTHER DAMAGES, SUCH AS CONSEQUENTIAL DAMAGES OR LOST PROFITS.

Agency

Purchaser

3.4 Possession. Possession of the Property shall be delivered to the Purchaser upon Closing.

3.5 No Personal Liability. Except as specifically provided herein to the contrary, no representative, employee, attorney, agent or consultant of the Agency, City or Oversight Board shall personally be liable to the Purchaser, or any successor in interest of the Purchaser, in the event of any Default or breach by the Agency, or for any amount which may become due to the Purchaser, or any successor in interest, on any obligation under the terms of this Agreement. No representative, employee, attorney, agent or consultant of the Purchaser shall personally be liable to the Agency, City or Oversight Board, or any successor in interest of the Agency, City or Oversight Board, in the event of any Default or breach by the Purchaser, or for any amount which may become due to the Agency, City or Oversight Board, or any successor in interest, on any obligation under the terms of this Agreement.

3.6 Legal Actions.

3.6.1 Institution of Legal Actions. Any legal actions brought pursuant to this Agreement must be instituted in either the Superior Court of the County of Los Angeles, State of California, or in an appropriate municipal court in that County.

3.6.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3.6.3 Acceptance of Service of Process. If any legal action is commenced by the Purchaser against the Agency, service of process on the Agency shall be made by personal service upon the Executive Director or Secretary of the Agency, or in such other manner as may be provided by law. If any legal action is commenced by the Agency against the Purchaser, service of process on the Purchaser shall be made by personal service upon the Purchaser, or in such other manner as may be provided by law, whether made within or without the State of California.

3.7 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Default or any other Default by the other party.

3.8 Inaction Not a Waiver of Default. Except as expressly provided in this Agreement to the contrary, any failure or delay by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**ARTICLE 4
GENERAL PROVISIONS**

4.1 Notices. All notices to be provided to the Agency and the Purchaser shall be sent to the following addresses. All notices and demands which either party is required or desires to give to the other shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by email, or by telecopy followed by next day delivery of a hard copy or by express courier service, provided that if any party gives notice of a change of name, address, or telecopy number, notices to that party shall thereafter be given as demanded in that notice.

Agency: Successor Agency to the Community
Redevelopment Agency of the City of Compton
205 South Willowbrook
Compton, CA 90220
Attention: Kofi Sefa-Boakye
Telephone: 310 605-5511
Email: kboakye@comptoncity.org

with a copy to: Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Attention: Jim G. Grayson
Telephone: (213) 626-8484
Email: jgrayson@rwglaw.com

Purchaser: Liao Compton LLC
1760 Del Mar Avenue,
San Marino, CA 91108
Attention: Allan Liao
Telephone: (626) 203-8756
Email: allan.liao.la@gmail.com

with a copy to: Lamb & Kawakami LLP
333 South Grand Avenue, Suite 4200
Los Angeles, California 90071
Attn: Kevin J. Lamb, Esq.
Telephone: (213) 630-5500
Telecopier: (213) 630-5555
Email: klamb@lkfirm.com

4.2 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

4.3 Purchaser's Warranties. The Purchaser warrants and represents to the Agency as follows:

4.3.1 The Purchaser has full power and authority to execute and enter into this Agreement and to consummate the transaction contemplated hereunder. This Agreement constitutes the valid and binding agreement of the Purchaser, enforceable in accordance with its terms subject to bankruptcy, insolvency of other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Purchaser is a party.

4.3.2 As of the Close of Escrow, the Purchaser will have inspected the Property and will be familiar with all aspects of the Property and its condition, and will accept such condition.

4.3.3 The Purchaser has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

4.4 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires.

4.5 Time of the Essence. Time is of the essence of this Agreement, whether contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions shall contain a provision to this effect.

4.6 Attorneys' Fees. If any party brings an action to enforce the terms hereof, to enforce any remedy available upon Default under this Agreement, or declare its rights hereunder, the prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs, including the costs of reasonable investigation, preparation and professional, or expert consultation incurred by reason of such litigation, to be paid by the losing party as fixed by the court. All other attorneys' fees and costs relating to this Agreement and the transactions contemplated hereby shall be borne by the party incurring the same. If the Agency, or the Purchaser, without fault, is made a party to any litigation instituted by or against the other party, such other party shall defend it against and save it harmless from all costs and expenses including reasonable attorneys' fees incurred in connection with such litigation.

4.7 Approvals by the Agency and the Purchaser. Unless otherwise specifically provided herein, wherever this Agreement requires the Agency or the Purchaser to approve any contract, document, plan, proposal, specification, drawing or other matter, such approval shall not unreasonably be withheld, conditioned or delayed.

4.8 Entire Agreement, Waivers and Amendments. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, together with all attachments and exhibits hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of

any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof the Purchaser and the Agency acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Purchaser or the Agency.

4.9 Counterparts. This Agreement may be executed simultaneously 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.

4.10 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

4.11 Survival. The provisions hereof shall not terminate but rather shall survive any conveyance hereunder and the delivery of all consideration.

4.12 Representations of Agency. The Agency warrants and represents to the Purchaser as follows:

4.12.1 The Agency has full power and authority to execute and enter into this Agreement and to consummate the transactions contemplated hereunder. This Agreement constitutes the valid and binding agreement of the Agency, enforceable in accordance with its terms subject to bankruptcy, insolvency and other creditors' rights laws of general application. Neither the execution nor delivery of this Agreement, nor the consummation of the transactions covered hereby, nor compliance with the terms and provisions hereof, shall conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which the Agency is a party.

4.12.2 As of the Effective Date and the Close of Escrow, the Property is not presently the subject of any condemnation or similar proceeding, and to the Agency's knowledge, no such condemnation or similar proceeding is currently threatened or pending.

4.12.3 As of the Close of Escrow, there are no management, service, supply or maintenance contracts affecting the Property which shall affect the Property on or following the Close of Escrow.

4.12.4 The Agency has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder and the Agency has not dealt with any broker or finder purporting to act on behalf of the Agency or otherwise.

4.12.5 As of the Close of Escrow, there are no leases or other occupancy agreements affecting the Property which shall affect the Property on or following the Close of Escrow.

4.12.6 As of the Close of Escrow and to the actual knowledge of the Agency, the Agency has not received any written notice from any governmental entity, which it has not provided to the Purchaser, regarding (i) the violation of any law or governmental regulation, including, without limitation, any environmental law, with respect to the Property, or (ii) any investigation by any governmental entity with respect to whether the condition of the Property violates any environmental law.

As used in this Section 4.12, the phrase “to the actual knowledge of the Agency” shall mean the actual and current knowledge of Kofi Sefa-Boakye. Kofi Sefa-Boakye is primarily responsible for the management of the Property on behalf of the Agency. Kofi Sefa-Boakye shall have no personal responsibility or liability with respect to the representation contained in Section 4.12.6 above.

4.13 Reaffirmation. The representations and warranties of the Purchaser and the Agency set forth in this Agreement are true and correct as of the date of this Agreement and shall be true and correct as of the Closing. The Closing shall constitute the Purchaser’s and the Agency’s reaffirmation of those representations and warranties as of the Closing. Except with respect to events or circumstances occurring or arising after the Closing, those representations and warranties shall survive the Closing and the delivery and recording of the Grant Deed. The Agency and the Purchaser shall be entitled to rely upon those representations and warranties, notwithstanding any inspection or investigation of the Property which was made or could have been made by the Agency or the Purchaser.

4.14 Broker(s). Purchaser shall pay all commissions and fees that may be payable to any broker, finder or salesperson engaged by Purchaser, and shall defend, indemnify and hold Agency and City harmless from and against any and all claims, liabilities, losses, damages, costs and expenses relating thereto.

4.15 No Third Party Beneficiaries other than Agency’s Oversight Board. The Agency’s Oversight Board are third party beneficiaries of this Agreement, with the right to enforce the provisions hereof. This Agreement is made and entered into for the sole protection and benefit of the parties and the Agency’s Oversight Board and their successors and assigns. Except as expressly provided in this Agreement, to the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. No other person shall have any right of action based upon any provision of this Agreement.

4.16 Assignment of Agreement. The Purchaser may assign its rights and obligations in whole, but not in part, under this Agreement upon giving at least ten (10) Business Days prior written notice to the Agency, and delivering to the Agency with such notice an executed assignment and assumption agreement under which the assignee accepts the assignment of this Agreement and agrees to be bound by all of the provisions hereof. Such assignment and assumption agreement shall also specify the address of the assignee to which notices shall be directed pursuant to Section 4.1. Agency hereby agrees to provide written acknowledgement of such executed assignment and assumption agreement within ten (10) Business Days of Agency’s receipt of such notice.

4.17 Independent Consideration. Notwithstanding any provision to the contrary contained in this Agreement, the Agency and the Purchaser agree that One Hundred Dollars (\$100.00) of the Deposit shall be paid to the Agency in all events as consideration for the Purchaser's right to inspect the Property and for the Agency's execution, delivery and performance of this Agreement, the sufficiency of which is acknowledged by the Agency (the "**Independent Consideration**"). The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, applicable to the Purchase Price, and, notwithstanding any other provision of this Agreement, shall be retained by the Agency if this Agreement terminates for any reason.

4.18 Exhibits; Sections. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. References to Sections are to Sections of this Agreement unless stated otherwise.

4.19 Facsimile; Electronic Mail. This Agreement and all other documents to be executed in connection herewith are hereby authorized to be executed and accepted by facsimile, e-mail, or other means of electronic signature, and such facsimile, e-mail, or other means of electronic signature shall be considered valid and binding as original signatures and may be relied upon by the parties hereto.

4.20 Conflicting Demands. Should Escrow receive or become aware of conflicting demands or claims with respect to the Escrow, the rights of any party hereto, or funds, documents or property deposited with the Escrow, Escrow shall have the right to discontinue any further acts until such conflict is resolved to its satisfaction, and it shall have the further right to commence or defend any action for the determination of such conflict. The parties shall, immediately after demand therefor by Escrow, reimburse Escrow (in such respective proportions as the Escrow shall determine) any reasonable attorneys' fees and court costs incurred by the Escrow Holder pursuant to this Section.

4.21 Relationship of Parties. The parties agree that their relationship is that of Agency and Purchaser, and that nothing contained herein shall constitute either party the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create any form of business organization between the parties hereto, nor is either party granted any right or authority to assume or create any obligation or responsibility on behalf of the other party, nor shall either party be in any way liable for any debt of the other.

4.22 Further Acts. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement, without cost, including (without limitation) the execution and delivery of such documents, and the doing of such acts or things as may be required to satisfy the requirements of the Title Company to issue title insurance in accordance with this Agreement and for the Purchaser to fully and adequately perform its investigations of the Property. The Agency also agrees to use all commercially reasonable efforts to allow the Purchaser to open for the Intended Use as expeditiously as possible.

4.23 Not an Option. The Agency and the Purchaser each acknowledge that the contingencies in favor of the Purchaser in this Agreement are a normal part of the sales process

and are not intended to create, and do not create, an option in favor of the Purchaser in light of all circumstances, and that neither the Purchaser nor the Agency intends that this Agreement, or any contingencies to the Purchaser's obligations herein, constitute an option.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the day and year first above written.

PURCHASER

LIAO COMPTON LLC,
a California limited liability company

Allan Liao, Manager

AGENCY

SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
COMPTON,
a public body

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

Richards, Watson & Gershon,
a Professional Corporation

By: _____
Agency Attorney

LIST OF EXHIBITS

- Exhibit A Legal Description of the Property
- Exhibit B Form of Grant Deed
- Exhibit C Form of Right of Entry Agreement
- Exhibit D Form of General Assignment
- Exhibit E Form of Ground Lease
- Exhibit F Memorandum of Ground Lease

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

The South 132 feet of that portion of Block "I" of the Temple Gibson Tract, in the City of Compton, County of Los Angeles, State of California, as per Map Recorded in Book 2 Pages 540 and 541 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest Corner of the land conveyed to Fred C. Burlingame, by Deed Recorded in Book 66 Page 597 and in Book 145 Page 551 of Deeds; thence North 89 Degrees 43 Minutes East along the North line of said land so conveyed 853 feet to the Northeast corner thereof; thence North 3 Degrees 09 Minutes West along the East line of the land conveyed to Napoleon Guay, by Deed Recorded in Book 2140 Page 127 of Deeds, 437.34 feet; thence South 89 Degrees 43 Minutes West 913.27 feet to the West line of said Block "I"; thence South 10 Degrees 56 Minutes East along said West line, 443 feet to the point of beginning.

EXCEPT THEREFROM that portion of said land included in Central Avenue.

ALSO EXCEPT THEREFROM an undivided five sixths interest in a well site upon said land, said well site being described as follows:

Beginning at the Southwest corner of said land; thence North 10 Degrees 56 Minutes West along the West line thereof 85 feet; thence North 79 Degrees 04 Minutes East at right angles from said West line, 30 feet to the true point of beginning; thence North 10 Degrees 56 Minutes West parallel with said West line 15 feet; thence North 79 Degrees 04 Minutes East at right angles from said West line 30 feet; thence South 10 Degrees 56 Minutes East parallel with said West line 15 feet; thence South 79 Degrees 04 Minutes West 30 feet to the point of beginning.

APN: 6143-011-902 and 6143-011-903

EXHIBIT B
FORM OF GRANT DEED

RECORDING REQUESTED BY:
AND WHEN RECORDED RETURN TO:

Lamb and Kawakami, LLP
333 South Grand Avenue, Suite 4200
Los Angeles, California 90071
Attn: Adam J. Goldstein, Esq.

With a copy to:

Successor Agency to the Community
Redevelopment Agency of the City of Compton
205 S. Willowbrook
Compton, CA 90220
Attention: _____

APN:

Space Above This Line For Recorder's Use

*This Grant Deed is exempt from Recording Fees
pursuant to California Government Code Sections 6103 and 27383*

GRANT DEED

Documentary Transfer Tax: \$ _____

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body, the successor-in-interest by operation of law to the former Community Redevelopment Agency of the City of Compton (the "**Grantor**"), hereby grants to Liao Compton LLC, a California limited liability company (the "**Grantee**") that certain real property described in **Exhibit "A"** attached hereto (the "**Site**") and incorporated herein by this reference, together with all improvements located thereon and all of Grantor's right title and interest in and to all easements, privileges and rights appurtenant to the Site.

This Grant Deed of the Site is subject to the provisions of a Purchase and Sale Agreement (the "**Agreement**") entered into by and between the Grantor and Grantee dated as of _____, 2017, the terms of which are incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. A copy of the Agreement is available for public inspection at the offices of the Grantor located at

205 South Willowbrook, City of Compton, California 90220. The Site is conveyed further subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. The Grantee covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

2. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/nonsegregation clauses:

(a) In deeds: “The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(b) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use or occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

3. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect as provided in the Agreement, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants

contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

4. The covenants contained in Paragraphs 1 and 2 of this Grant Deed shall remain in effect in perpetuity except as otherwise expressly set forth therein.

5. This Grant Deed may be executed simultaneously 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, Grantor has caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2017.

GRANTOR:

SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
COMPTON
a public body

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A

LEGAL DESCRIPTION

Parcel 1:

The South 132 feet of that portion F Block "I" of the Temple and Gibson Tract, in the City of Compton, County of Los Angeles, State of California, as per Map Recorded in Book 2 Pages 540 and 541 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest Corner of the land conveyed to Fred C. Burlingame, by Deed Recorded in Book 66 Page 597 and in Book 145 Page 551 of Deeds; thence North 89 Degrees 43 Minutes East along the North line of said land so conveyed 853 feet to the Northeast corner thereof; thence North 03 Degrees 09 Minutes West along the East line of the land conveyed to Napoleon Guay, by Deed Recorded in Book 2140 Page 127 of Deeds, 437.34 feet; thence South 89 Degrees 43 Minutes West 913.27 feet to the West line of said Block 1; thence South 10 Degrees 56 Minutes East along said West line, 443 feet to the point of beginning.

EXCEPT THEREFROM that portion of said land included in Central Avenue.

ALSO EXCEPT THEREFROM an undivided five sixths interest in a well site upon said land, said well site being described as follows:

Beginning at the Southwest corner of said land; thence North 10 Degrees 56 Minutes West along the West line thereof 85 feet; thence North 79 degrees 04 Minutes East at right angles from said West line, 30 feet to the true point of beginning; thence North 10 Degrees 56 Minutes West parallel with said West line 15 feet; thence North 79 Degrees 04 Minutes East at right angles from said West line 30 feet; thence South 10 Degrees 56 Minutes East parallel with said West line 15 feet; thence South 79 Degrees 04 Minutes West 30 feet to the point of beginning.

APN: 6143-011-902 and 6143-011-903

EXHIBIT C

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this “**Agreement**”) is made and entered into as of _____, 2017, by the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body, the successor-in-interest by operation of law to the former Community Redevelopment Agency of the City of Compton (herein called “**Grantor**”), and Liao Compton LLC, a California limited liability company (herein called “**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of the real property more particularly described on **Exhibit “A”**, which exhibit is attached hereto and incorporated herein by reference (herein called the “**Property**”);

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantee contemplate entering into a Purchase and Sale Agreement related to the Property (the “**Purchase Agreement**”);

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the “**Due Diligence Activities**”) in connection with the proposed acquisition by Grantee of the Property to determine if the Property is suitable for the Purchaser’s purposes;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee’s entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee’s compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the expiration of the Closing Date (as defined in the Purchase Agreement); or (ii) the earlier termination of the Purchase Agreement, Grantee and Grantee’s agents, employees, contractors, representatives and other designees (herein collectively called “**Grantee’s Designees**”) shall have a nonexclusive license to enter upon the Property for the purpose of conducting the Due Diligence Activities.

(b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the Property in connection with the Due Diligence Activities shall not materially damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant on the Property, (ii) in the event the Property is materially altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to substantially the same condition existing prior to the Due Diligence Activities, and (iii) Grantee, to the extent allowed by law, shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property; provided, however, that in no event shall Grantee be liable for any liabilities, damages, losses, costs or expenses of any kind or nature that relate, directly or indirectly, to (y) consequential or punitive damages; or (z) matters that are merely discovered, but not exacerbated, by Grantee. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written consent of Grantor of a workplan for such "Phase II" or invasive testing. If Grantor does not respond or reject any workplan within five (5) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may proceed with such testing. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole and absolute discretion of Grantee, which option must be exercised by Grantee's giving Grantor written notice on or before the expiration of the Due Diligence Period, as defined in the Purchase Agreement.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might reasonably have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee hereby indemnifies Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than One Million Dollars (\$1,000,000.00), and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the

benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. All notices to be provided to the Agency and the Purchaser shall be sent to the following addresses. All notices and demands which either party is required or desires to give to the other shall be given in writing by United States registered or certified mail, return receipt requested, by personal delivery, by email, by telecopy followed by next day delivery of a hard copy or by express courier service, provided that if any party gives notice of a change of name, address, or telecopy number, notices to that party shall thereafter be given as demanded in that notice.

Agency: Successor Agency to the Community
Redevelopment Agency of the City of Compton
205 South Willowbrook
Compton, CA 90220
Attention: Kofi Sefa-Boakye
Telephone: 310 605-5511
Email: kboakye@comptoncity.org

with a copy to: Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Attention: Jim G. Grayson
Telephone: (213) 626-8484
Email: jgrayson@rwglaw.com

Purchaser: Liao Compton LLC
1760 Del Mar Avenue,
San Marino, CA 91108
Attention: Allan Liao
Telephone: (626) 203-8756
Email: allan.liao.la@gmail.com

with a copy to: Lamb & Kawakami LLP
333 South Grand Avenue, Suite 4200
Los Angeles, California 90071
Attn: Kevin J. Lamb, Esq.
Telephone: (213) 630-5500
Telecopier: (213) 630-5555
Email: klamb@lkfirm.com

7. Assignment. This Agreement may be assigned at any time by Grantee, in whole or in part.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded in the Official Records of Los Angeles County, California, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

11. Electronic Signatures. Electronic signatures shall be binding as original signatures and may be relied upon by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTEE:

LIAO COMPTON LLC,
a California limited liability company

Allan Liao, Manager

GRANTOR:

SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE
CITY OF COMPTON,
a public body

By: _____
Name: _____
Title: _____

Exhibit A

LEGAL DESCRIPTION

Parcel 1:

The South 132 feet of that portion F Block "I" of the Temple and Gibson Tract, in the City of Compton, County of Los Angeles, State of California, as per Map Recorded in Book 2 Pages 540 and 541 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

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EXCEPT THEREFROM that portion of said land included in Central Avenue.

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Beginning at the Southwest corner of said land; thence North 10 Degrees 56 Minutes West along the West line thereof 85 feet; thence North 79 degrees 04 Minutes East at right angles from said West line, 30 feet to the true point of beginning; thence North 10 Degrees 56 Minutes West parallel with said West line 15 feet; thence North 79 Degrees 04 Minutes East at right angles from said West line 30 feet; thence South 10 Degrees 56 Minutes East parallel with said West line 15 feet; thence South 79 Degrees 04 Minutes West 30 feet to the point of beginning.

APN: 6143-011-902 and 6143-011-903

EXHIBIT D

FORM OF GENERAL ASSIGNMENT

This GENERAL ASSIGNMENT (“**Assignment**”) is made as of _____, 2017, between **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body, the successor-in-interest by operation of law to the former Community Redevelopment Agency of the City of Compton (“**Assignor**”), and Liao Compton LLC, a California limited liability company (“**Assignee**”).

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of June __, 2015 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase from Assignor, among other things, all of Assignor's right, title and interest in and to certain Real Property more particularly described therein, and to the extent assignable to Assignee, all of Assignor's right, title and interest in and to the Appurtenances (as hereinafter defined). Unless otherwise expressly provided herein, capitalized terms used in this Assignment shall have the meaning ascribed to such terms in the Purchase Agreement. For purposes hereof, “**Appurtenances**” means all of the Assignor's right, title and interest, if any, in and to the following but only to the extent assignable by law and without the prior consent of a third party and pertaining solely to the Real Property (and not any other property owned by the Assignor): (a) all improvements on the Real Property as of the Close of Escrow; (b) all rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders, including, without limitation, all (i) development rights and credits, air rights, water rights, and water stock, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, and (iii) mineral, oil, gas, and other subsurface rights; (c) all plats, maps, improvement plans, engineering plans, reports and data, surveys, third party reports and studies, designs, drawings and specifications; (d) all documents pertaining to the Real Property provided to Assignee by or on behalf of the Assignor prior to the Close of Escrow; (e) all architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements; (f) deposits, credits, fee credits (including without limitation water meter credits), pre-paid fees, refunds of impact or permit fees, reimbursements, rights to reimbursements and benefits of any cost sharing agreements, and school fee mitigation agreements, community facilities district and other assessment district rights, proceeds, deposits, advances, reimbursements, formation documents and benefits, and construction and design defect claim; and (g) guarantees, warranties, and utility contracts.

B. This Assignment is made pursuant to, and is therefore subject to the terms of, the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Appurtenances. Assignor hereby assigns, transfers, sets over and delivers to Assignee, to the extent assignable to Assignee, all of Assignor's right, title and interest, if any, in and to the Appurtenances. Assignor makes no representation or warranty of any kind to Assignee with respect to the Appurtenances other than as may expressly be set forth

in the Purchase Agreement.

2. Assumption of Obligations. By execution of this Assignment, Assignee hereby accepts the assignment made by Assignor under Section 1 hereof and hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon the holder of Assignor's position under and in the Appurtenances arising on or after the date hereof.

3. Governing Law. This Assignment shall be governed by the laws of the State of California.

4. Binding Effect. This Assignment and the provisions contained herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Attorneys' Fees. In the event of any legal action (including, but not limited to, appellate and bankruptcy proceedings) between or with respect to Assignor and/or Assignee arising out of or in connection with this Assignment, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON,
a public body

ASSIGNEE:

LIAO COMPTON LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Allan Liao, Manager

EXHIBIT “E”
GROUND LEASE
(Attached)

EXHIBIT "F"

MEMORANDUM OF GROUND LEASE

RECORDED AT THE REQUEST OF

WHEN RECORDED, RETURN TO

Lamb & Kawakami LLP
333 South Grand Avenue
Suite 4200
Los Angeles, California 90071
Attention: Kevin J. Lamb, Esq.

(Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

This Memorandum of Lease Termination (the "**Memorandum**"), effective as of _____, 2017, is entered into by and between Liao Compton LLC, a California LLC ("**Landlord**"), and EntreNous Youth Empowerment Services, Inc., dba Compton YouthBuild, a California non-profit corporation ("**Tenant**").

WHEREAS, Lessor and Lessee entered into that certain Ground Lease (herein, the "**Lease**") dated _____, 2017 concerning those certain premises in the City of Compton, County of Los Angeles, State of California, more particularly described in Exhibit A attached to this Memorandum and incorporated herein by this reference (the "**Property**").

WHEREAS, Tenant desires to record this Memorandum to provide public notice of the existence of the Leas.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that Landlord is the current landlord under the Lease, and Tenant is the current tenant under the Lease, and that as of the date hereof, the Lease is in full force and effect. The term of the Lease expires on _____, 2032, unless the Lease is terminated prior to that date in accordance with the terms of the Lease. If the Tenant complies with certain conditions set forth in the Lease, the Tenant shall have three (3) five (5) year options to extend the term of the Lease.

The sole purpose of this Memorandum is to give public notice of the existence of the Lease, and this Memorandum is not a binding document and does not in any way amend or modify the terms, covenants and conditions of the Lease. The terms, covenants and conditions set forth in the Lease constitute the sole and entire agreement of the parties relating to the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the day and year first written above.

TENANT:

LANDLORD:

ENTRENOUS YOUTH EMPOWERMENT
SERVICES, INC., dba Compton YouthBuild,
a California non-profit corporation

LIAO COMPTON LLC,
a California Limited liability company

By _____
Name _____
Its _____

Allan Liao, Manager

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

State of California)
) ss
County of _____)

On _____, 2016, before me _____, a Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

[Printed Name of Notary Public]

Commission Expiration Date - _____

[SEAL]

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

State of California)
) ss
County of _____)

On _____, 2016, before me _____, a Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

[Printed Name of Notary Public]

Commission Expiration Date - _____

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

The South 132 feet of that portion F Block "I" of the Temple and Gibson Tract, in the City of Compton, County of Los Angeles, State of California, as per Map Recorded in Book 2 Pages 540 and 541 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest Corner of the land conveyed to Fred C. Burlingame, by Deed Recorded in Book 66 Page 597 and in Book 145 Page 551 of Deeds; thence North 89 Degrees 43 Minutes East along the North line of said land so conveyed 853 feet to the Northeast corner thereof; thence North 03 Degrees 09 Minutes West along the East line of the land conveyed to Napoleon Guay, by Deed Recorded in Book 2140 Page 127 of Deeds, 437.34 feet; thence South 89 Degrees 43 Minutes West 913.27 feet to the West line of said Block 1; thence South 10 Degrees 56 Minutes East along said West line, 443 feet to the point of beginning.

EXCEPT THEREFROM that portion of said land included in Central Avenue.

ALSO EXCEPT THEREFROM an undivided five sixths interest in a well site upon said land, said well site being described as follows:

Beginning at the Southwest corner of said land; thence North 10 Degrees 56 Minutes West along the West line thereof 85 feet; thence North 79 degrees 04 Minutes East at right angles from said West line, 30 feet to the true point of beginning; thence North 10 Degrees 56 Minutes West parallel with said West line 15 feet; thence North 79 Degrees 04 Minutes East at right angles from said West line 30 feet; thence South 10 Degrees 56 Minutes East parallel with said West line 15 feet; thence South 79 Degrees 04 Minutes West 30 feet to the point of beginning.

APN: 6143-011-902 and 6143-011-903

Parcel 2:

An undivided 5/6 interest in and to the following described land:

That portion of Block "I" of the Temple and Gibson Tract, in the City of Compton, County of Los Angeles, State of California, as per Map Recorded in Book 2 Pages 540 and 541 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the West line of said Block "I" distant thereon North 10° 56' West 85 feet from the Northwest corner of the land conveyed to Fred C. Burlingame by Deeds recorded in Book 66, Page 597 and Book 145, Page 551 of Deeds; thence North 79° 04' East, at right angles from said West line 30 feet to the true point of beginning; thence North 10° 56' West parallel

with said West line 15 feet; thence North $79^{\circ} 04'$ East at right angles from said West line 30 feet; thence South $10^{\circ} 56'$ East parallel with said West line 15 feet; thence South $79^{\circ} 04'$ West 30 feet to the true point of beginning.

APN: 6143-011-018

GROUND LEASE

between

Liao Compton LLC, a California LLC
(the “Landlord”)

and

EntreNous Youth Empowerment Services, Inc.
(dba Compton YouthBuild)

(the “Tenant”)

For Premises Located At:
250 North Central Avenue/
14904 South Central Avenue
Compton, California 90220

Date of Lease: _____, 2017

TABLE OF CONTENTS

Section	Page
1. BASIC LEASE PROVISIONS	1
1.1 Premises	1
1.2 Term; Option.....	1
1.3 Commencement Date.....	2
1.4 Rental Commencement Date	2
1.5 Base Rent	2
1.6 Base Rent Paid Upon Execution.....	2
1.7 Permitted Use.....	2
1.8 Tenant’s Trade Name.....	2
1.9 Landlord’s Address for Payments and Notice	2
1.10 Tenant’s Address for Notice	2
2. THE PREMISES	3
2.1 Lease of the Premises.....	3
2.2 Condition of the Premises at Commencement.....	3
3. TERM	4
4. RENT	4
4.1 Base Rent	4
4.2 Net Rental	4
5. UTILITIES AND TAXES	4
5.1 Utilities.....	4
5.2 Taxes.....	4
6. INITIAL CONSTRUCTION	5
6.1 Construction of Improvements	5
6.2 Landlord Has No Responsibility.....	5
6.3 Landlord’s Approval of Plans.....	5
6.4 Changes from Final Plans	6
6.5 Compliance With Laws.....	6
6.6 Insurance	6
6.7 Notice of Nonresponsibility	6
6.8 Notice of Completion.....	6
6.9 Mechanics’ Liens.....	6
6.10 Title to the Improvements.....	7
6.11 Other Liens.....	7
7. REPAIRS AND ALTERATIONS	7
7.1 The Tenant’s Obligations.....	7
7.2 The Landlord’s Obligations	7
7.3 The Landlord’s Right of Entry.....	7
7.4 Mechanic’s Liens	8
7.5 Compliance with Codes	8
7.6 Builder’s All Risk Insurance.....	8
8. FIRE, EARTHQUAKE OR OTHER CASUALTY DAMAGE	8
8.1 Notice of Damage	8
8.2 The Landlord’s Right to Restrict Entry to Premises.....	8
8.3 Tenant’s Obligation to Repair.....	9
8.4 Escrow Account	9
8.5 Damage During Last 5 Years.....	9

TABLE OF CONTENTS

Section	Page
8.6 Waiver of Statutes.....	9
9. INSURANCE.....	9
9.1 The Tenant’s Insurance Obligations	9
9.2 Insurance Requirements.....	10
9.3 The Landlord’s Insurance	10
9.4 The Landlord’s Right to Change Insurance	10
9.5 Waiver of Subrogation.....	10
10. WAIVER AND INDEMNIFICATION.....	11
11. EMINENT DOMAIN	11
12. ASSIGNMENT AND SUBLETTING.....	11
12.1 The Landlord’s Consent Required for Transfers	11
12.2 Transfers Without Consent Voidable.....	12
12.3 Assignment of Rents	12
13. TRANSFER OF THE LANDLORD’S INTEREST	12
14. USE OF PREMISES.....	12
15. COMPLIANCE WITH LAW	12
16. HAZARDOUS MATERIALS.....	12
16.1 Definition	12
16.2 The Tenant’s Obligations.....	13
16.3 Indemnification	13
16.4 Inspection by the Landlord	14
17. SUBORDINATION AND ATTORNMENT.....	14
18. ESTOPPEL CERTIFICATE.....	14
19. EVENTS OF DEFAULT	14
19.1 City’s Right to Cure	14
20. THE LANDLORD’S REMEDIES	15
20.1 The Landlord’s Remedies	15
20.2 The Landlord’s Rights With Respect to Subleases.....	15
21. RIGHT OF THE LANDLORD TO CURE THE TENANT’S DEFAULT	15
22. EXCULPATION OF THE LANDLORD	15
23. SURRENDER OF PREMISES.....	16
24. HOLDING OVER.....	16
25. GENERAL MATTERS	16
25.1 Notices	16
25.2 Successors and Assigns.....	16
25.3 Recording.....	16
25.4 Waiver and Integration	16
25.5 Severability	17
25.6 Attorneys’ Fees	17
25.7 Governing Law; Consent to Jurisdiction	17
25.8 Brokers	17
25.9 Captions	17
25.10 Relationship of Parties	17
25.11 Time of Essence	17
25.12 Authority	18
25.13 Transportation Management	18

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
25.14 Counterparts	18
25.15 Exhibits and Addenda	18

<u>Exhibits</u>	<u>Page</u>
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A	Legal Description of Premises
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GROUND LEASE

This Ground Lease (the "**Lease**") is made as of _____, 2017 (the "**Date of Lease**") by and between Liao Compton LLC, a California LLC (the "**Landlord**") and EntreNous Youth Empowerment Services, Inc., a California non-profit corporation dba Compton YouthBuild (the "**Tenant**").

RECITALS

A. Landlord is entering into a Purchase and Sale Agreement (the "**Purchase Agreement**") with SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, to purchase the majority of the Premises (defined below).

B. Landlord is also attempting to purchase the undivided 5/6th interest in assessors parcel number 6143-011-018 (the "**Undivided Interest**"), which is an approximately 450 square foot parcel. If Landlord is successful in acquiring the Undivided Interest such parcel shall be included as part of the Premises and if not it shall be excluded.

C. This Lease is contingent on the closing of the transaction contemplated by the Purchase Agreement.

NOW, THEREFORE, the Landlord and the Tenant, intending to be legally bound, and in consideration of their mutual covenants and all conditions of this Lease, covenant and agree as follows:

1. BASIC LEASE PROVISIONS. This Section summarizes the basic provisions of this Lease. The full agreement of the parties with respect to each of the following provisions is set forth in the remaining sections of this Lease.

1.1 **Premises.** The premises leased by the Landlord to the Tenant under this Lease (the "**Premises**") consist of: (a) the parcel of land located in the City of Compton, County of Los Angeles, State of California, consisting of approximately 2.47 acres, as more particularly described in Exhibit A attached hereto, on which there exist certain improvements that Tenant will be remodeling and on which shall be constructed by Tenant certain other improvements (collectively, the "**Improvements**"), all in accordance with plans and specifications approved by Landlord as provided in this Lease, (b) the Improvements so constructed by Tenant, and (c) all of Landlord's easement rights and appurtenances thereto. Notwithstanding the fact that the Improvements to be constructed by Tenant in accordance with this Lease are included as part of the Premises, it is expressly acknowledged and agreed that the Improvements shall remain the property of Tenant until expiration or earlier termination of this Lease.

1.2 **Term; Option.** This Lease shall be for a term of fifteen (15) years (the "**Term**"), subject to the provisions of Section 3 below. Tenant shall have the three (3) options to extend the Term for a period of five (5) years each (each an "**Option**"), subject to the provisions of Section 1.2.1 below.

1.2.1 Option to Extend. Tenant may exercise an Option to extend the current Term for the specified period by providing written notice to Landlord of Tenant's intent to exercise such Option no more than 365 days and no less than 180 days prior to the expiration of the current Term. During the Option period, Tenant's Base Rent shall continue to be \$1.00 per year. Each Option is contingent upon: (a) Tenant not being in default during the exercise period; and (b) Tenant not having received three (3) or more notices of default from Landlord during the current Lease Term. Each Option is personal to the original Tenant.

1.3 Commencement Date. The Term shall commence on the date the transaction contemplated by the Purchase Agreement closes (the "**Commencement Date**").

1.4 Rental Commencement Date. Rent shall commence to accrue under this Lease on the Commencement Date (the "**Rent Commencement Date**").

1.5 Base Rent. The Tenant shall pay rent pursuant to the terms of Section 5 of this Lease. The "**Base Rent**" shall be One Dollar (\$1.00) per year.

1.6 Base Rent Paid Upon Execution. Upon execution of this Lease, the Tenant shall pay to the Landlord One Dollar (\$1.00), as Base Rent for the first year of the Term.

1.7 Permitted Use. The Tenant shall only use the Premises for the following purposes: the campus of Compton YouthBuild, which provides rigorous educational and vocational opportunities for at-promise people who are invested in creating a sustainable future for themselves, their families and communities. The Tenant's use of the Premises shall be governed by Section 15 of this Lease.

1.8 Tenant's Trade Name. Compton YouthBuild.

1.9 Landlord's Address for Payments and Notice.

Liao Compton LLC
1760 Del Mar Avenue
San Marino, California 91108
Attn: Allan Liao
Telephone: (626) 203-8756
Email allan.liao.la@gmail.com

with a copy of all notices to:

Lamb & Kawakami LLP
333 South Grand Avenue, Suite 4200
Los Angeles, California 90071
Attention: Kevin J. Lamb, Esq.
Telephone: (213) 630-5510
Telecopier: (213) 630-5555
Email: Klamb@lkfirm.com

1.10 Tenant's Address for Notice.

Before Occupancy:

EntreNous Youth Empowerment Services, Inc.
PO Box 7205,
Long Beach, CA 90807
Attn: Sara A. M. Silva
Telephone: (310) 631-2000
Telecopier: (310) 631-2036
Email: ssilva@comptonyouthbuild.org

Physical address:
477 E. Compton Blvd.,
Compton, CA 90221

After Occupancy:
EntreNous Youth Empowerment Services, Inc.
PO Box 7205,
Long Beach, CA 90807
Attn: Sara A. M. Silva
Telephone: (310) 631-2000
Telecopier: (310) 631-2036
Email: ssilva@comptonyouthbuild.org

Physical address:
250 N. Central Ave.,
Compton, CA 90220

1.11 City of Compton's Address for Notice

205 South Willowbrook
Compton, California 90220
Attn: _____
Telephone: _____
Telecopier: _____
Email: _____

2. THE PREMISES.

2.1 Lease of the Premises. By this Lease, the Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises on all of the terms and conditions set forth in this Lease.

2.2 Condition of the Premises at Commencement. The Landlord shall deliver the Premises to the Tenant in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition, with no representations or warranties whatsoever as to the physical condition, structural condition, soils or geological condition, environmental condition, condition of title, zoning condition, governmental requirements, or any other condition relating to the Premises or the Tenant's intended use of the Premises. The Landlord shall have no obligations whatsoever with respect to preparing the Premises for the Tenant's use or for correcting any condition on the Premises. By signing this Lease, the Tenant represents and warrants that it has conducted to its satisfaction (or has chosen not to conduct) all tests, inspections and investigations that it deems to be necessary or appropriate to determine whether or not the Premises are suitable for the Tenant's purposes, and the Tenant is not relying on any statements, representations or warranties from the Landlord with respect thereto.

3. **TERM.** The Term shall be the period of time specified in Section 1.2 above, which may be extended pursuant to the three (3) Options, and shall commence on the Commencement Date. If the end of the Term as measured from the Commencement Date does not occur at the end of a month, the Term shall extend until the end of the last day of such month. All terms, provisions and covenants under this Lease shall commence to accrue on the Commencement Date, except that Rent shall not commence to accrue, and the Tenant shall not be required to pay Rent, until the Rental Commencement Date.

4. **RENT.** The term "Rent" as used in this Lease shall mean Base Rent, Percentage Rent, and all other amounts required to be paid by Tenant under the terms of this Lease.

4.1 Base Rent. Base Rent shall be paid annually on each anniversary of the Rent Commencement Date.

4.2 Net Rental. It is the purpose and intent of Landlord and Tenant that the Rent shall be absolutely net to Landlord, and the Tenant agrees to pay as Rent any and all other costs, expenses, taxes, imposts and charges whether ordinary or extraordinary, foreseen or unforeseen, in connection with the realty and personalty leased hereunder, and in connection with the operation of the Tenant's business at the Premises and the maintenance and repair of the Premises and of the furnishings and equipment therein contained. The Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises, Tenant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises whether interior or exterior, and whether structural or otherwise.

5. UTILITIES AND TAXES.

5.1 Utilities. The Tenant shall pay directly to the provider thereof all costs of supplying all utilities to the Premises.

5.2 Taxes. The Tenant shall pay all of the following taxes during the Term of this Lease. All such payments shall be made at least ten (10) days prior to any delinquency date. The Tenant shall promptly furnish the Landlord with satisfactory evidence that such taxes have been paid. If the Tenant fails to pay any such taxes, the Landlord shall have the right to pay the same, and the Tenant shall reimburse the Landlord therefor upon demand. Any taxes relating to periods prior to or after the expiration of the Term of this Lease shall be prorated so that the Tenant shall pay only that portion of the tax bill applicable to the period that this Lease is in effect.

5.2.1 Real Property Taxes. The Tenant shall pay all federal, state, county, or local governmental or municipal taxes, fees, assessments, charges, commercial rental taxes, in lieu taxes, levies, penalties or other impositions of every kind and nature, whether general, special, ordinary or extraordinary or in connection with the ownership, leasing or operation of the Premises (collectively, "**Real Property Taxes**").

5.2.2 Taxes on the Tenant's Personal Property. The Tenant shall pay all taxes that are measured by or reasonably attributable to the cost or value of the Tenant's equipment, furniture, trade fixtures and other personal property located in the Premises.

5.2.3 Possessory Interest Tax. The Tenant shall pay any possessory interest tax that may be imposed on the Tenant's possessory interest in the Premises.

6. INITIAL CONSTRUCTION.

6.1 Construction of Improvements. Tenant shall, at its sole cost and expense, promptly after the Commencement Date commence and diligently pursue the obtaining of all necessary licenses and permits for, and the completion of the Improvements all in accordance with all the terms and conditions of this Article 6.

6.2 Landlord Has No Responsibility. It is expressly acknowledged and agreed that Landlord shall have no responsibility for performing any work in connection with processing of necessary approvals or for performing any work to the Premises in order to prepare the Premises for construction by Tenant, and that all work shall be performed by Tenant at Tenant's sole cost and expense. Notwithstanding the foregoing, Landlord agrees to provide reasonable cooperation with Tenant's processing of necessary approvals for the work in the Premises, including by signing documents as the owner of the Premises or by participating in meetings with governmental officials if required by such officials.

6.3 Landlord's Approval of Plans. Prior to construction, Tenant shall provide all of the following items (the "**Preliminary Plans**") to Landlord for its approval: (a) all plans and specifications for the elevations, exterior design and exterior materials for the Improvements to be erected on the Premises, (b) a site development plan, including landscaping and irrigation system, for the improvement area, (c) the names of all contractors, subcontractors, and suppliers

who will be used in the construction of the Improvements), (d) a work plan showing the proposed construction area, staging area, and locations where trucks and other equipment shall enter and depart the property, (e) a construction schedule, and (f) a complete cost estimate for all of the foregoing in sufficient detail to permit Landlord to determine the reasonableness of such estimate. Within twenty (20) days after submission of the Preliminary Plans, Landlord shall either approve the Preliminary Plans or notify Tenant in writing of the reason(s) for disapproval thereof. Said written approval shall not be unreasonably withheld. Landlord and Tenant shall thereafter negotiate in good faith for reasonable changes to the Preliminary Plans that meet the approval of both Landlord and Tenant, which approval shall not be unreasonably withheld. The plans and specifications as finally approved by Landlord and Tenant are hereinafter referred to as “**Final Plans**.” Landlord’s approval of the Final Plans shall not constitute the Landlord’s guaranty that the Final Plans are architecturally or structurally sound or that the Improvements, when built in accordance with the Final Plans, will be free from defects; rather, Landlord’s approval of the Final Plans shall only mean that Landlord has determined that the Final Plans meet the Landlord’s requirements as to construction schedule and visual appearance. It shall be the Tenant’s sole responsibility to ensure that the Final Plans meet all requirements as to safety, soundness and compliance with legal requirements.

6.4 Changes from Final Plans. No deviations or changes, except for minor changes, shall be made or permitted in connection with the Final Plans without the prior written consent of Landlord.

6.5 Compliance With Laws. Tenant agrees that the Improvements shall be erected, constructed, completed, occupied and used in accordance with (collectively “**Applicable Requirements**”): (a) all present and future laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and courts (including without limitation the Americans With Disabilities Act), pursuant to a valid building permit or permits issued by the applicable municipality; (b) all rules and regulations of any insurance rating organization or any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, that may be applicable to the Premises; (c) the requirements of all companies providing public liability, fire and other policies of insurance at any time in force with respect to the Premises; and (d) the provisions of any covenants, conditions, restrictions, easements or agreements of record governing the Premises.

6.6 Insurance. At Landlords’ option prior to commencing construction of its Improvements, Tenant shall obtain course of construction insurance, and Landlord shall be named as an additional insured thereon, and Tenant shall also obtain the insurance coverage required by Article 9 below. Upon completion of construction, all Improvements shall be covered by the insurance required by Article 9 below.

6.7 Notice of Nonresponsibility. At least ten (10) days prior to commencement of construction, Tenant shall notify Landlord of the date Tenant intends to commence construction of Improvements so that Landlord may post or record notices of nonresponsibility.

6.8 Notice of Completion. Upon completion of the construction, the Tenant agrees to cause a Notice of Completion to be recorded in the Office of the Recorder of the county in which the Premises is located in accordance with Section 3093 of the California Civil Code or any

successor statute, and the Tenant shall deliver to the Landlord a reproducible copy of the “as built” drawings of the Improvements accompanied by a certificate signed by Tenant’s architect and a Certificate of Occupancy from the applicable public authority.

6.9 Mechanics’ Liens. The Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to the Tenant or the Premises under this Article 6 or otherwise, and, in case of any such lien attaching or notice of any lien, the Tenant covenants and agrees to cause it to be immediately released and removed of record or the Landlord, at its sole option, may immediately take all action necessary to release and remove such lien and the Tenant shall upon demand reimburse the Landlord for all costs involved therewith. The Tenant shall require all contractors, subcontractors, suppliers, mechanics and materialmen to such all invoices together with Conditional Waivers and Releases Upon Progress Payment (California Civil Code Section 3262(d)(1)) or Conditional Waivers and Releases Upon Final Payment (California Civil Code Section 3262(d)(3)), as appropriate, and shall not pay any invoices unless and until such waivers and releases are submitted. The Tenant shall not make final payment to any contractor, subcontractor, supplier, mechanic or materialman unless and until the Tenant receives the Conditional Waiver and Release Upon Final Payment referred to above, together with appropriate proof of the release of all claims against the Premises for work performed or materials supplied.

6.10 Title to the Improvements. Title to the Improvements constructed pursuant to this Article 6 shall remain with the Tenant until the expiration or earlier termination of this Lease, at which time title shall automatically transfer to the Landlord.

6.11 Other Liens. Tenant agrees that without the prior written consent of Landlord, Tenant shall not create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain any instrument, mortgage, pledge, lien (statutory, constitutional or contractual), security interest, encumbrance or charge, or conditional sale or other title retention agreement on the Premises.

7. REPAIRS AND ALTERATIONS.

7.1 The Tenant's Obligations.

7.1.1 In General. The Tenant agrees that this is a "triple net" lease and, therefore, the Landlord shall not have any obligations for repairs to the Premises. The Tenant shall, at the Tenant's sole expense, keep the Premises and all fixtures and alterations thereon in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to the Tenant, and whether or not the need for such repairs occurs as a result of the Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in or on the Premises. The Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

7.1.2 Service Contracts. If required by Landlord, the Tenant shall, at the Tenant's sole expense, procure and maintain appropriate service contracts, with copies to the Landlord, with contractors specializing and experienced in such maintenance.

7.2 The Landlord's Obligations. Subject to the provisions of Article 8 (casualty damage) and Article 11 (eminent domain), it is intended by the parties hereto that the Landlord shall have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Tenant. It is the intention of the parties that the terms of this Lease govern the respective obligations of the parties as to the maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Mechanic's Liens. The Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Premises, and, in case of any such lien, the Tenant covenants and agrees to cause it to be immediately released and removed of record or the Landlord, at its sole option, may immediately take all action necessary to release and remove such lien and the Tenant shall upon demand reimburse the Landlord for all costs involved therewith.

7.4 Compliance with Codes. The Tenant shall construct all improvements and alterations, and perform all repairs, replacements and other maintenance work, in conformance with the Applicable Requirements. Upon completion of any construction activity, the Tenant agrees to cause a Notice of Completion to be recorded in the Office of the Recorder of the county in which the Premises is located in accordance with Section 3093 of the California Civil Code or any successor statute, and the Tenant shall deliver to the Landlord a reproducible copy of the "as built" drawings of the completed improvements or alterations. In addition, upon completion of any construction activity, the Tenant shall deliver to the Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials.

7.5 Builder's All Risk Insurance. In the event that the Tenant constructs any improvements or alterations, Landlord may require the Tenant to carry "Builder's All Risk" insurance in an amount approved by the Landlord covering such construction, and such other insurance as the Landlord may require, it being understood and agreed that all of such improvements or alterations shall be insured by the Tenant pursuant to Article 9 of this Lease immediately upon completion thereof.

8. FIRE, EARTHQUAKE OR OTHER CASUALTY DAMAGE.

8.1 Notice of Damage. If either party becomes aware of damage to the Premises by fire, earthquake or other casualty ("**Casualty Damage**"), such party shall give prompt written and telephonic notice to the other party.

8.2 The Landlord's Right to Restrict Entry to Premises. In the event of an earthquake or other casualty that may affect the safety of persons or property in the Premises, the Landlord shall request an inspection of the Premises by appropriate governmental inspectors as soon as possible. If the Landlord in good faith believes there is a risk of injuries to natural persons or damage to property from entry into the Premises prior to governmental inspection, the Landlord may restrict entry into the Premises by the Tenant and its employees, guests and contractors in a nondiscriminatory manner. Upon request, the Landlord shall consult with the Tenant to determine if there are safe methods of entry into the Premises in order to retrieve files, data in computers and inventory, subject to any indemnities and waivers of liability that the Landlord may reasonably require. The decision of any appropriate governmental inspector regarding safe entry shall be binding on the parties unless subsequently amended or revoked.

8.3 Tenant's Obligation to Repair. Tenant shall, at its sole cost and expense, repair such Casualty Damage substantially to its condition immediately prior to such fire or other casualty.

8.4 Escrow Account. For the purpose of paying the cost of repair, replacement or rebuilding, the insurance proceeds shall be kept in an escrow account to be established with an escrow company selected by the Landlord, and such escrow company shall disburse such proceeds during the course of the work on an as needed basis. If the proceeds are insufficient to pay the costs of the work, the Tenant shall pay the deficiency. If the proceeds exceed the cost of such work, Tenant may retain the excess.

8.5 Damage During Last 5 Years. If more than twenty-five (25%) percent of the floor area of the Improvements on the Premises shall be destroyed by fire or other casualty during the last five (5) years of the Term of this Lease, Tenant shall have the right to terminate the Lease by giving written notice of termination to Landlord within thirty (30) days thereof, whereupon this Lease shall be deemed terminated and of no further force and effect, except for those provisions that expressly survive the expiration or termination of this Lease, which provisions shall continue in full force and effect, including payment of the rental insurance.

8.6 Waiver of Statutes. The provisions of this Lease, including this Article 8, constitute an express agreement between the Landlord and the Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, and any statute or regulation of the

State of California, including, without limitation, Sections 1932 and 1933 of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

9. INSURANCE.

9.1 The Tenant's Insurance Obligations. The Tenant shall during the entire Term maintain the following insurance coverage:

9.1.1 Commercial General Liability Insurance against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the Tenant's occupation, use or maintenance of the Premises and all areas appurtenant to the Premises, and the Tenant's business operations. Such insurance shall be on an occurrence basis providing coverage in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) for all occurrences each year. Such insurance shall include an "Additional Insured - Managers or Lessors of Premises" endorsement and contain the "Amendment of the Pollution Exclusion" endorsement for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of the Tenant's indemnity obligations under this Lease.

9.1.2 Fire and Casualty Insurance insuring all buildings, improvements and other structures on the Premises, as well as any and all additions thereto, insured for their actual cash, full replacement value and covering all the Tenant's furniture, trade fixtures, equipment, merchandise and other personal property in the Premises and all alterations and tenant improvements in the Premises. This insurance should be an "all risk" policy covering the full replacement cost of the items covered and including vandalism, malicious mischief, earthquake and sprinkler leakage coverage.

9.1.3 Workers' Compensation Insurance or other similar insurance pursuant to all applicable state and local statutes and regulations.

9.2 Insurance Requirements. Neither the minimum insurance requirements set forth in this Lease, nor the limits of such insurance, shall limit the liability of the Tenant under this Lease. The Landlord and any other parties specified by the Landlord shall be named as additional insureds under the Tenant's insurance. All insurance companies providing insurance pursuant to this Article 9 shall be rated at least "A" in Best's Key Rating Guide and shall be otherwise reasonably acceptable to the Landlord and licensed and qualified to do business in the State of California. Insurance provided by the Tenant shall be primary as to all covered claims and any insurance carried by the Landlord is not excess and is non-contributing. The Tenant authorizes the Landlord to contact the Tenant's insurance company directly in the event that the Landlord elects to make a claim under the Tenant's insurance. Each of the Tenant's insurance policies must not be cancelable or modifiable except upon thirty (30) days prior written notice to the Landlord. Copies of policies or original certificates of insurance with respect to each policy

shall be delivered to the Landlord prior to the Commencement Date, and thereafter, at least thirty (30) days before the expiration of each existing policy.

9.3 The Landlord's Insurance. The Landlord shall have the right (but not the obligation) to insure the Premises in an amount and for coverage determined by the Landlord in its sole and absolute discretion. In addition, if the Tenant fails to obtain the insurance required in Section 9.1, the Landlord shall have the right and option, but not the obligation, to maintain any or all of the insurance which is required in Section 9.1 above to be provided by the Tenant. All costs of the Tenant's insurance provided by the Landlord shall be obtained at the Tenant's sole cost and expense.

9.4 The Landlord's Right to Change Insurance. The Landlord has the right at any time, but not the obligation, to change, cancel, decrease or increase any insurance required or specified under this Lease, but in no event shall any such increased amounts of insurance or such other reasonable types of insurance be in excess of that required by comparable landlords in the vicinity of the Premises.

9.5 Waiver of Subrogation. The Landlord and the Tenant each release the other and their respective agents and employees from all liability to each other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by or resulting from risks insured against under this Lease pursuant to insurance policies carried by the parties which are in force at the time of the loss or damage. The Landlord and the Tenant will each request its respective insurance carrier to include in policies provided pursuant to this Lease an endorsement recognizing this waiver of subrogation.

10. WAIVER AND INDEMNIFICATION. To the fullest extent permitted by law, the Landlord, its partners, trustees, ancillary trustees, lenders, and their respective officers, directors, shareholders, members, partners, beneficiaries, agents, servants, employees, independent contractors, attorneys, successors and assigns (collectively, the "Landlord's Parties") shall not be liable for any damage either to person or property or resulting from the loss of use of property, which damage is sustained by the Tenant or by other persons claiming through the Tenant. The Tenant shall indemnify, protect, defend and hold the Landlord's Parties harmless from and against any and all claims, damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities, except those caused by the Landlord's gross negligence or willful misconduct, arising out of, resulting from, or occurring in connection with the Premises, including, but not limited to: (a) any accident, injury, death, loss or damage to any person or to any property, including the person and property of the Tenant and its employees, officers, agents, customers, contractors, guests, licensees, invitees and all other persons at any time in the Premises, (b) the occupancy or use of the Premises by the Tenant, (c) the conduct of the Tenant's business; (d) the breach by the Tenant of any obligation, covenant, representation or warranty contained in this Lease, or (e) any act, omission or negligence of the Tenant or any employee, officer, guest, licensee or invitee of the Tenant or of any agent or contractor of the Tenant or of any subtenant or subtenant's agents, employees, contractors or invitees. In case any action or proceeding is brought against the Landlord by reason of any of the foregoing matters, the Tenant upon notice from the Landlord shall defend such action or proceeding at the Tenant's expense by counsel reasonably satisfactory to the

Landlord, and the Landlord shall cooperate with the Tenant in such defense at the Tenant's sole cost and expense.

11. EMINENT DOMAIN. If all or any portion of the Premises is taken from the Tenant by power of eminent domain or condemned by any competent authority (the "**Condemning Authority**") for any public or quasi-public use or purpose, or if the Landlord shall grant a deed or other instrument in lieu of and under the threat of such taking by eminent domain or condemnation (all of which is referred to in this paragraph as being "**Condemned**", or as a "**Condemnation**"), this Lease shall terminate as to the part so taken as of the date the Condemning Authority takes title or possession, whichever occurs first. If ten percent (10%) or more of the Premises are Condemned, the Landlord shall have the option to terminate this Lease upon ninety (90) days' notice to the Tenant, as long as such notice is given no later than one hundred eighty (180) days after the date of the Condemnation. If less than all of the Premises is Condemned and if Landlord does not elect to terminate this Lease, then this Lease shall remain in full force and effect as to the portion of the Premises remaining. The entire award or payment in connection with any Condemnation shall be the property of the Landlord, whether such award or payment is made as compensation for diminution of value of the leasehold or for the taking of the fee or as severance damages; provided, however, that the Tenant shall be entitled to compensation, if separately awarded to the Tenant, for the Tenant's relocation expenses and/or loss of the Tenant's trade fixtures. The Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

12. ASSIGNMENT AND SUBLETTING.

12.1 The Landlord's Consent Required for Transfers. The Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or rent (or permit a third party to occupy or use) (collectively, a "**Transfer**") all or any portion of the Premises, nor shall any Transfer of this Lease or the right of occupancy be effected by operation of law or otherwise, without the prior written consent of the Landlord, which may be given or withheld in Landlord's sole and absolute discretion; provided that the Tenant may sublet portions of the Premises to individuals or entities that are reasonably related to Tenant's business without Landlord's consent.

12.2 Transfers Without Consent Voidable. Any Transfer without the Landlord's written consent shall be voidable by the Landlord and, at the Landlord's election, constitute an "Event of Default," as that term is defined in Article 19 of this Lease.

12.3 Assignment of Rents. The Tenant hereby assigns to the Landlord the rent and other sums due from any subtenant, assignee or other occupant of the Premises and hereby authorizes and directs each such subtenant, assignee or other occupant to pay such rent or other sums directly to the Landlord; provided, however, that until the occurrence of an Event of Default under this Lease, the Tenant shall have the license to continue collecting such rent and other sums. Upon an Event of Default under this Lease, the Landlord shall have the right to instruct any or all such subtenants, assignees or other occupants to pay such rent or other sums directly to the Landlord, and the Tenant shall cooperate in causing such rent or other sums to be paid directly to the Landlord.

13. TRANSFER OF THE LANDLORD'S INTEREST. The Landlord has the right to transfer all or any portion of its interest in the Premises and in this Lease and the Tenant agrees that in the event of any such transfer, the Landlord shall automatically be released from all liability under this Lease and the Tenant agrees to look solely to such transferee for the performance of the Landlord's obligations hereunder after the date of such transfer.

14. USE OF PREMISES. The Premises are leased to the Tenant for the sole purpose set forth in Section 1.7 above and the Tenant shall not use or permit the Premises to be used for any other purposes without the prior written consent of the Landlord, which Landlord may withhold in its sole and absolute discretion. The Tenant further covenants and agrees that it shall not use, or permit any person or person to use, the Premises or any part thereof for any use or purpose in violation of the Applicable Requirements.

15. COMPLIANCE WITH LAW. The Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any of the Applicable Requirements. At its sole cost and expense, the Tenant shall promptly comply with the Applicable Requirements.

16. HAZARDOUS MATERIALS.

16.1 Definition. As used in this Lease, the term "**Hazardous Material**" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, petroleum-based products, printing inks, acids, pesticides, asbestos, PCBs and similar compounds and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

16.2 The Tenant's Obligations.

16.2.1 Landlord's Prior Consent. The Tenant shall not cause or permit any Hazardous Material to be generated, handled, manufactured, produced, installed, maintained, brought upon, transported through or across, used, stored, treated, spilled released, removed or disposed of in, on, from or about the Premises by the Tenant, its agents, contractors, employees, affiliates, sublessees or invitees, without obtaining the Landlord's prior written consent.

16.2.2 Compliance With Laws. Whether or not the Tenant obtains such prior written consent, the Tenant shall, at the Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all applicable permits, all applicable federal, state and local laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of the Landlord's engineers and/or consultants (collectively, the "**Environmental Requirements**") governing or relating to: (a) environmental conditions on, in, under or about the Premises, including without limitation soil and groundwater conditions; (b) the use, generation, handling, manufacture, production, installation, maintenance, storage,

treatment, spill, release, transportation, removal and/or disposal of such Hazardous Materials, (c) the posting of notices with respect to such Hazardous Material, or the providing of notices to third parties with respect to such Hazardous Materials, (d) the obtaining of all necessary licenses, permits or other authorizations relating to such Hazardous Materials, and (e) the filing of all applicable applications, reports, notices, registrations or business plans regarding such Hazardous Materials with the appropriate governmental agencies or authorities.

16.2.3 Duty to Inform the Landlord. Other than has been disclosed in those certain reports prepared by Vista Environmental Consulting dated May 1, 2017, if the Tenant knows, or has reasonable cause to believe, that a Hazardous Material has come to be located in, on, under or about the Premises, other than as previously consented to by the Landlord, the Tenant shall immediately give the Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to such Hazardous Material.

16.2.4 Removal of Hazardous Materials on Lease Termination. Upon expiration of the Term or earlier termination of this Lease, the Tenant shall deliver possession of the Premises to the Landlord free from any and all Hazardous Materials that first became present on the Premises during the Term.

16.3 Indemnification. The Tenant shall indemnify, defend and hold the Landlord and the Landlord's Parties harmless from all actions (including, without limitation, remedial or enforcement actions of any kind, and administrative or judicial proceedings and orders or judgments), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees and court costs), amounts paid in settlement, fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this Article 16 by the Tenant, its agents, employees, contractors, affiliates, sublessees or invitees.

16.4 Inspection by the Landlord. The Landlord, the Landlord's agents, employees, contractors and designated representatives, shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by the Tenant with this Lease and all Environmental Requirements.

17. SUBORDINATION AND ATTORNMENT. This Lease is and shall be subject and subordinate to any mortgage or deed of trust that may now or hereafter be placed against the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This subordination shall be self-operative; however, the Tenant shall promptly execute any instrument that the Landlord or any mortgagee or holder of a deed of trust may request confirming subordination. The Tenant hereby appoints the Landlord as the Tenant's attorney-in-fact to execute any such instrument on behalf of the Tenant. Notwithstanding the foregoing, the mortgagee or holder of a deed of trust that may now or hereafter be placed against the Premises shall have the unilateral, unconditional right, exercisable by providing written notice thereof to the Tenant, to subordinate or cause to be subordinated the mortgage or deed of trust to this Lease. If such mortgagee or holder of a deed of trust so elects and subsequently forecloses such

mortgage or deed of trust, this Lease shall continue in full force and effect and the Tenant shall attorn to and recognize as its landlord the purchaser of the Landlord's interest under this Lease, and the purchaser shall not disturb the Tenant's rights under this Lease as long as the Tenant is not in default under this Lease. The Tenant shall, upon the request of a mortgagee, holder of a deed of trust or purchaser at foreclosure, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of the lien of any mortgage or deed of trust to this Lease or the Tenant's attornment to the purchaser.

18. ESTOPPEL CERTIFICATE. The Tenant shall at any time upon not less than ten (10) days prior written notice from the Landlord execute, acknowledge and deliver to the Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the Tenant's knowledge, any uncured Landlord defaults, or specifying such defaults if any are claimed.

19. EVENTS OF DEFAULT. Each of the following shall constitute an "**Event of Default**": (i) the Tenant fails to observe or perform any term, condition or covenant of this Lease binding upon or obligating the Tenant within ten (10) days after notice from the Landlord, (ii) the Tenant ceases operations or abandons the Premises; (iii) the Tenant makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Premises or all or substantially all of the Tenant's assets is appointed, (iv) the Tenant or files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against the Tenant and is not discharged by the Tenant within sixty (60) days.

19.1 City's Right to Cure. Notwithstanding the foregoing, the City of Compton ("**City**") shall be notified of an Event of Default and shall have thirty (30) days to cure same on behalf of the Tenant, provided, however, if the Event of Default is not of a nature that it can be cured within thirty (30) days then the City shall have up to ninety (90) days to cure such Event of Default provided that it commence cure with thirty (30) days and diligently prosecutes such cure to completion.

20. THE LANDLORD'S REMEDIES.

20.1 The Landlord's Remedies. Upon the occurrence of an Event of Default, the Landlord, at its option, without further notice or demand to the Tenant, shall have, in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

20.1.1 The Landlord shall have the right to terminate this Lease, in which event the Tenant shall immediately surrender the Premises to the Landlord, and if the Tenant fails to do so, the Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove the Tenant and any other person who may be occupying the Premises or any part thereof, without

being liable for prosecution or any claim or damages therefor; and the Landlord may recover from the Tenant such amounts as may be permitted from time to time by applicable law.

20.2 The Landlord's Rights With Respect to Subleases. Whether or not the Landlord elects to terminate this Lease on account of any default by the Tenant, as set forth in this Article 20, the Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by the Tenant and affecting the Premises or may, in the Landlord's sole discretion, succeed to the Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of the Landlord's election to succeed to the Tenant's interest in any such subleases, licenses, concessions or arrangements, the Tenant shall, as of the date of notice by the Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

21. EXCULPATION OF THE LANDLORD. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary and notwithstanding any applicable law to the contrary, the liability of the Landlord hereunder (including any successor landlord) and any recourse by the Tenant against the Landlord shall be limited solely and exclusively to the interest of the Landlord in and to the Premises, and neither the Landlord nor any of the Landlord's Parties, shall have any personal liability therefor and the Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under the Tenant.

22. SURRENDER OF PREMISES. The Tenant shall peaceably surrender the Premises to the Landlord on the expiration date of the Term or earlier termination of this Lease, with all structures, Improvements, fixtures and alterations constructed by the Tenant intact and in good and operating condition, except that the Tenant may remove its personal property and trade fixtures from the Premises. Upon the expiration or earlier termination of this Lease, the Landlord shall automatically become the owner of title to all such structures, Improvements, fixtures and alterations. The Tenant shall repair any damage to the Premises caused by the removal of any of the Tenant's personal property or trade fixtures from the Premises, except for reasonable wear and tear and loss by fire or other casualty not caused by the Tenant or its agents. Any of the Tenant's personal property left on or in the Premises after the expiration date of the Term or earlier termination of this Lease shall be deemed to be abandoned, and, at the Landlord's option, title shall pass to the Landlord under this Lease. This Section is subject to the terms and conditions of Section 16.2.4 above.

23. HOLDING OVER. In the event that the Tenant shall not immediately surrender the Premises to the Landlord on the expiration date of the Term or earlier termination of this Lease (including without limitation for the reasons set forth in Section 16.2.4 above), the Tenant shall be deemed to be a month to month tenant upon all of the terms and provisions of this Lease. If the Tenant shall hold over after the expiration date of the Term or earlier termination of this Lease, and the Landlord shall desire to regain possession of the Premises, then the Landlord may forthwith re-enter and take possession of the Premises without process or by any legal process in force in the State of California. The Tenant shall indemnify the Landlord against all liabilities and damages sustained by the Landlord by reason of such holding over.

24. GENERAL MATTERS.

24.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by one of the following methods: (a) to the parties at their addresses set forth in Sections 1.9, 1.10 and 1.11, if applicable, (b) sent by registered or certified mail, postage prepaid, return receipt requested, (c) sent by e-mail or facsimile followed by delivery of a hard copy by mail with postage prepaid, or (d) sent by a nationally recognized overnight courier service. Notice delivered as aforesaid will be deemed received as follows: (i) upon actual receipt with respect to personal delivery or delivery by overnight courier, (ii) upon receipt of electronic confirmation thereof with regard to notice sent by email or facsimile, if electronic confirmation is available, or (iii) two (2) days after depositing the same in the mail, if sent by mail. A party may at any time change the address for notice to such party by providing a notice as aforesaid.

24.2 Successors and Assigns. Subject to the provisions of Article 12 hereof, the rights, duties and liabilities created hereunder shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

24.3 Recording. A memorandum of this Lease shall be promptly recorded.

24.4 Waiver and Integration. The consent of the Landlord in any instance to any variation of the terms of this Lease, or the receipt of Rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any Lease covenant or condition, nor shall any waiver occur to any provision of this Lease except in writing, signed by the Landlord or the Landlord's authorized agent. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations and understandings, if any, between the parties hereto and none thereof shall be used to interpret or construe this Lease. This Lease and any side letter or separate agreement executed by the Landlord and the Tenant in connection with this Lease and dated of even date herewith contain all of the terms, covenants and agreements of the parties relating in any manner to the Premises, and shall be considered to be the only agreement between the parties hereto and their representatives and agents.

24.5 Severability. If any term or provision of this Lease or any application shall be invalid or unenforceable, then the remaining terms and provisions of this Lease shall not be affected.

24.6 Attorneys' Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

24.7 Governing Law; Consent to Jurisdiction. This Lease shall be construed and enforced in accordance with the laws of the State of California. The Landlord and the Tenant agree that any action or proceeding to enforce the provisions of this Lease or otherwise relating

to this Lease or the Premises shall be brought in a court of law of competent jurisdiction located in the county and state in which the Premises is located.

24.8 Brokers. The Landlord and the Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers.

24.9 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

24.10 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between the Landlord and the Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of landlord and tenant.

24.11 Time of Essence. Time is of the essence of this Lease and each of its provisions.

24.12 Authority. If the Tenant is a corporation, partnership or other form of legal entity, each individual executing this Lease on behalf of the Tenant hereby represents and warrants that the Tenant is a duly formed and existing entity qualified to do business in California and that the Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of the Tenant is authorized to do so. Facsimile and email signatures shall be binding and enforceable in the same manner as an original signature.

24.13 Transportation Management. The Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Premises, and in connection therewith, the Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with the Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

24.14 Counterparts. This Lease may be signed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

24.15 Exhibits and Addenda. The exhibits and addenda that are attached to this Lease are listed on page iii of the Table of Contents, and all exhibits and addenda that are attached to this Lease are incorporated into and constitute a part of this Lease.

{Signatures on the following page}

IN WITNESS WHEREOF, the parties have executed this Lease as of the “Date of Lease” shown on the first page of this Lease.

TENANT:

LANDLORD:

ENTRENOUS YOUTH EMPOWERMENT SERVICES, INC., a California non-profit corporation (dba Compton YouthBuild)

LIAO COMPTON LLC,
a California Limited liability company

By _____
Name _____
Its _____

By _____
Name _____
Its _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Parcel 1:

The South 132 feet of that portion F Block "I" of the Temple and Gibson Tract, in the City of Compton, County of Los Angeles, State of California, as per Map Recorded in Book 2 Pages 540 and 541 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at the Northwest Corner of the land conveyed to Fred C. Burlingame, by Deed Recorded in Book 66 Page 597 and in Book 145 Page 551 of Deeds; thence North 89 Degrees 43 Minutes East along the North line of said land so conveyed 853 feet to the Northeast corner thereof; thence North 03 Degrees 09 Minutes West along the East line of the land conveyed to Napoleon Guay, by Deed Recorded in Book 2140 Page 127 of Deeds, 437.34 feet; thence South 89 Degrees 43 Minutes West 913.27 feet to the West line of said Block 1; thence South 10 Degrees 56 Minutes East along said West line, 443 feet to the point of beginning.

EXCEPT THEREFROM that portion of said land included in Central Avenue.

ALSO EXCEPT THEREFROM an undivided five sixths interest in a well site upon said land, said well site being described as follows:

Beginning at the Southwest corner of said land; thence North 10 Degrees 56 Minutes West along the West line thereof 85 feet; thence North 79 degrees 04 Minutes East at right angles from said West line, 30 feet to the true point of beginning; thence North 10 Degrees 56 Minutes West parallel with said West line 15 feet; thence North 79 Degrees 04 Minutes East at right angles from said West line 30 feet; thence South 10 Degrees 56 Minutes East parallel with said West line 15 feet; thence South 79 Degrees 04 Minutes West 30 feet to the point of beginning.

APN: 6143-011-902 and 6143-011-903

Parcel 2:

An undivided 5/6 interest in and to the following described land:

That portion of Block "I" of the Temple and Gibson Tract, in the City of Compton, County of Los Angeles, State of California, as per Map Recorded in Book 2 Pages 540 and 541 of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Beginning at a point in the West line of said Block "I" distant thereon North 10° 56' West 85 feet from the Northwest corner of the land conveyed to Fred C. Burlingame by Deeds recorded in Book 66, Page 597 and Book 145, Page 551 of Deeds; thence North 79° 04' East, at right angles from said West line 30 feet to the true point of beginning; thence North 10° 56' West parallel with said West line 15 feet; thence North 79° 04' East at right angles from said West line

LANDLORD'S INITIALS: _____

TENANT'S INITIALS: _____

30 feet; thence South 10° 56' East parallel with said West line 15 feet; thence South 79° 04' West 30 feet to the true point of beginning.

APN: 6143-011-018

LANDLORD'S INITIALS: _____

TENANT'S INITIALS: _____

PUBLIC NOTICE
OVERSIGHT BOARD TO THE FORMER COMMUNITY
REDEVELOPMENT AGENCY FOR THE CITY OF COMPTON

Notice is hereby given that the Oversight Board to the Former Community Redevelopment Agency of the City of Compton will hold a public hearing in the City Council Chambers, City Hall at 205 South Willowbrook Ave. Compton Ca, on June 21, 2017 at 10:00 a.m. to consider the proposed sale of the following Successor Agency-owned property located at 250 North Central Avenue (**APN 6143-011-901; APN 6143-011-902; APN 6143-011-018 to Liao Compton LLC**)

All interested persons are invited to appear at the time and place specified above to give testimony regarding the proposed sale. Further information may be obtained by contacting Kofi Sefa-Boakye, Manager, Successor Agency at (310) 605-5511 or Commission Services at (213) 974-1431 or commserv@bos.lacounty.gov.

PARA INFORMACIÓN EN ESPAÑOL, por favor comuníquese a la oficina de Servicios de Comisión al numero (213) 974 1431 entre 8:00 a.m. a 5:00 p.m. lunes a viernes.

Posted on June 5, 2017

Long Beach Press-Telegram

727 Pine Avenue
Long Beach, CA 90844
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

CITY OF COMPTON/LEGALS
205 S WILLOW BROOK AVE
COMPTON, CA 90220

Account Number: 5007679

Ad Order Number: 0010962601

Customer's Reference
/ PO Number:

Publication: Long Beach Press-Telegram

Publication Dates: 06/08/2017

Total Amount: \$345.01

Payment Amount: \$0.00

Amount Due: \$345.01

Invoice Text: **PUBLIC NOTICE
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Posted on June 5, 2017

Pub June 8, 2017(1t)PT(962601)

Long Beach Press-Telegram

727 Pine Avenue
Long Beach, CA 90844
562-499-1236
Fax: 562-499-1391
legals@presstelegram.com

5007679

CITY OF COMPTON/LEGALS
205 S WILLOW BROOK AVE
COMPTON, CA 90220

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of the Long Beach Press-Telegram, a newspaper of general circulation, printed and published daily in the City of Long Beach, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, on the date of March 21, 1934, Case Number 370512. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

06/08/2017

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Long Beach, LA Co. California,
this 9th day of June, 2017.



Signature

The Long Beach Press-Telegram, a newspaper of general circulation, is delivered to and available in but not limited to the following cities:
Long Beach, Lakewood, Bellflower, Cerritos, Downey, Norwalk, Artesia, Paramount, Wilmington, Compton, South Gate, Los Alamitos, Seal Beach, Cypress, La Palma, Lynwood, San Pedro, Hawaiian

(Space below for use of County Clerk Only)

Legal No. **0010962601**

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