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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

Chief Executive Officer

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

March 04, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NO. 2 TO LEASE NO. 71917, AND
EXERCISE THE OPTION TO PURCHASE
DEPARTMENT OF PUBLIC SOCIAL SERVICES
4680 SAN FERNANDO ROAD, GLENDALE
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Requesting delegation of authority to the Chief Executive Officer, or her designee, to amend Lease No. 71917 (Lease), for the Department of Public Social Services (DPSS) of an 80,000 square feet office building and parking structure at 4680 San Fernando Road in Glendale (Property) to: (a) extend the time to open escrow after the County exercises the option to purchase the Property (Purchase Option); (b) include a form of purchase and sale agreement (Purchase and Sale Agreement), between Chase Glendale Services, LLC (Lessor) and the County; and (c) provide the Lessor with \$100 as consideration for the additional time to open escrow upon the County's exercise of the Purchase Option which maintains the grant of the option to the County.

In addition, requesting delegation of authority to the Chief Executive Officer, or her designee, to exercise the option to purchase the Property, in order to initiate possible acquisition of the Property at a pre-negotiated price. Once due diligence is complete, staff will return to the Board for approval to acquire the Property.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed delegation of authority to execute the Proposed Amendment No. 2 and delegation of authority to exercise the Purchase Option do not constitute a project or, in the alternative, are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the proposed activities.

2. Authorize and direct the Chief Executive Officer, or her designee, to execute the proposed Amendment No. 2 with the Lessor in order to: (a) increase the number of days from 15 working days to 180 days within which escrow must be opened, after the County has provided notice to exercise the option to purchase, (b) provide a form of the Purchase and Sale Agreement to be used by the parties upon the County's exercise of the Purchase Option, and (c) authorize payment of \$100 to Lessor as consideration for the Lessor agreeing to extend the time period to open escrow after the County exercises the Purchase Option.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed Amendment No. 2, and to take actions necessary and appropriate to implement the proposed Amendment No. 2, including, without limitation, exercising the Purchase Option, subject to future approval of the purchase by the Board, if recommended.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to take initial action with respect to the proposed acquisition of the Property, by exercising the Purchase Option provided to the County in the Lease. The Property is an improved free-standing building with approximately 80,000 square feet of office space and an adjacent parking structure situated on two separate parcels currently leased by DPSS. The portion of the Property that includes the office building is located on APN 5696-015-006 and includes approximately 22,381 square feet of land. The portion of the Property that includes the parking structure is located on APN 5696-015-032 and includes approximately 62,718 square feet of land.

DPSS has occupied the Property since September 12, 2000, and the Lease will expire on September 11, 2025.

For over 24 years, the facility has functioned as DPSS' Glendale District office, serving the Glendale, Burbank, and La Canada-Flintridge geographic area. DPSS provides CalWORKS, Cal Fresh, Skills and Training to Achieve Readiness for Tomorrow (START), Medi-Cal, General Relief, and Refugee Employment, and Refugee Cash Assistance programs at the Property. The Property is occupied by a combined total of 389 DPSS staff, contractors, and security personnel employees. The parking structure provides 404 parking spaces, and free street parking is also available.

The Property continues to meet DPSS' space and parking needs and is ideally located in a geographically appropriate area. In addition, the Property is centrally located within one mile of both the 5 and 134 freeways and is adequately served by public transportation.

The Lease includes an option to purchase the Property at the end of the lease term for \$12,520,000. The County executed Amendment No. 1 on July 8, 2014, which amended the option purchase price to \$11,291,200. This price reduction was provided in exchange for the County removing a cancellation right after the 15th year of the Lease term.

The total approximate lease costs over the current 25-year lease term to date is \$65,012,842 and will be \$66,773,125 for the entire lease term.

Based upon a review of available industry data, it has been established that the purchase price of approximately \$141 per square foot to purchase the Property or \$11,291,200, by exercising the option to purchase, is below the market range for this area. A comparable purchase in the area is between \$204.92 and \$354.27 per square foot. Further, if the County were to renew the Lease for an amount equivalent to the purchase price in lieu of purchasing the Property, then the purchase price amount would only provide for just over four years for a lease renewal term.

DPSS has elected to exercise the option for the proposed purchase of the Property so that it may continue providing essential services to the public and surrounding area. Purchasing this property would prove to be an asset for DPSS and the County and would aid the County's efforts to reduce its overall lease footprint and costs associated with leasing, as well as take advantage of all the funds the County has already paid towards the Property in rent payments.

Amendment No. 2 will also clarify the Purchase Option must be exercised by the County through written notice after March 15, 2025, and prior to June 13, 2025. As currently stated in the Lease, the Purchase Option requires the County to open escrow within 15 working days after notice of intent to exercise the Purchase Option, which is an insufficient amount of time for the County to complete the necessary property due diligence, return to the Board for approval to purchase the Property, and to potentially consummate the purchase. The proposed Amendment No. 2 would amend the number of days in which the County must open escrow from within 15 working days to 180 days after exercising the Purchase Option. The Lease also does not currently provide a form of purchase and sale agreement to be used by the parties upon the County's exercise of the Purchase Option. The proposed Amendment No. 2 would include the form of the Purchase and Sale Agreement, which would be pre-negotiated with the Lessor and approved as to form by County Counsel.

As part of the proposed Amendment No. 2, the County would pay the Lessor the sum of \$100 (Option Payment). The Option Payment would be nonrefundable to the County and would be paid in consideration for the Lessor to amend the Lease.

We recommend exercising the Purchase Option because DPSS programs serving the area and nearby communities have been located at the Property for almost 25 years. There is a continuing need for these programs for the foreseeable future.

While exercising the Purchase Option is an initial step to lock in a below market purchase price for the Property, prior to acquisition, the County must still complete all due diligence of the Property and return to the Board for authority to purchase the Property which require appropriate findings under CEQA. The proposed Amendment No. 2 amends the number of days in which the County must open escrow from 15 working days to 180 days, which would give the County sufficient time to complete the needed Property due diligence, return to the Board for authority to purchase the Property, and open escrow and for the potential consummation of the proposed purchase.

Implementation of Strategic Plan Goals

The recommended actions support North Star 1- Make Investments that Transform Lives providing that we aggressively address society's most complicated social, health, and public safety challenges.

The potential purchase following the exercise of the option is consistent with North Star 3 – Realize Tomorrow's Government Today, and is also consistent with Strategic Asset Management Goal – Maximize use of County space and achieve cost savings, and Key Objective No. 3 – Optimize Real Estate Portfolio.

The proposed Amendment No. 2 and potential property acquisition supports the above goals and objective by continuing the County's use of an existing operational facility that provides necessary community support and social services. Furthermore, the acquisition of the Property would eliminate the need for the County to continue to pay rental payments under a lease of private property and would ensure the County receives full autonomy and site control of this real estate asset under County ownership.

FISCAL IMPACT/FINANCING

DPSS will continue paying the current monthly rent of \$251,469 unless and until such time as the County has acquired the Property.

The estimated due diligence costs, potential testing and/or environmental site assessment Phase 2 activities, will not exceed \$100,000 and will be funded by Obligated Fund Account C-SS-Bldg-Purch.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Amendment No. 2 would be effective upon approval by the Board and full execution of the proposed Amendment No. 2, if approved.

County Counsel has reviewed the proposed Amendment No. 2 and form of the Purchase and Sale Agreement that have been substantially negotiated which will be included and both agreements will be approved as to form. The proposed Amendment No. 2 is authorized under section 25351 of the California Government Code, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the County government, and would facilitate the proposed purchase of the Property.

ENVIRONMENTAL DOCUMENTATION

Delegation of authority to execute Amendment No. 2 and to exercise the Purchase Option are not a project under CEQA since they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and are administrative activity of government under section 15378(b) of the State CEQA Guidelines since the action would not result in direct or indirect physical changes to the environment.

In the alternative, the activities are exempt from CEQA, pursuant to section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, which apply to operation and leasing of an existing facility with negligible or no expansion of use. The proposed lease amendment, which involves modifications to the terms of the existing lease of existing office space within an existing building, with no currently proposed physical or operational changes or expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment. Due diligence activities, pursuant to the exercise of the Purchase Option, which includes potential testing and/or environmental site assessment Phase 2 activities are statutorily exempt, pursuant to State CEQA Guidelines section 15262, as feasibility or planning studies which the County has not approved, adopted or funded and are categorically exempt under State CEQA Guidelines Section 15306 and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G which apply to information collection as part of a study leading to an action which the County has not

yet been approved, adopted or funded for which environmental factors are considered. In addition, based on the record of the proposed activity, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable. In addition, the proposed actions do not commit the County to a project, and it can be seen with certainty that there is no possibility that the proposed actions will have a significant effect on the environment under section 15061 of the Public Resources Code.

Upon the Board's approval of the recommended actions herein, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation in accordance with Public Resources Code Section 21092.

Approval of the recommended actions does not approve the acquisition of the property. CEO will return to the Board in the future if acquisition of the Property is recommended, along with recommendations for appropriate CEQA findings, and any funding-related matters as necessary.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Amendment No. 2 and exercise of the option to purchase will have no impact on current DPSS services because operations for the clients will remain the same. DPSS concurs with the proposed Amendment No. 2 and recommendations.

Respectfully submitted,



FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
JLC:HD:gb

Enclosures

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Public Social Services

**AMENDMENT NO. 2 TO COUNTY LEASE NO. 71917
4680 SAN FERNANDO ROAD, GLENDALE**

This Amendment No. 2 to Lease No. 71917 (this “**Amendment No. 2**”) is made and entered into this _____, 2025 (the “**Effective Date**”), by and between CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Lessor**”) and the COUNTY OF LOS ANGELES, a body politic and corporate (the “**Lessee**”). Lessor and Lessee are occasionally referred to herein singularly as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Lessor and Lessee entered into that certain County Lease No. 71919, dated January 19, 1999 (the “**Original Lease**”), as amended by that certain Amendment No. 1 to County Lease No. 71917, dated July 8, 2014 (“**Amendment No. 1**” and together with the Original Lease, collectively, the “**Lease**”), whereby Lessor leases to Lessee those certain premises comprised of a free standing building with approximately 80,0000 rentable square feet of office space and an adjacent parking structure, located at 4680 San Fernando Road, in the City of Glendale, State of California, as more particularly described in the Lease (the “**Premises**”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Lease.

B. Section 20 of the Lease provides Lessee with an option to purchase the Premises, as more particularly set forth therein (the “**Option to Purchase**”).

C. The Parties desire to amend and restate the terms and conditions set forth in Section 20, pursuant to and in accordance with this Amendment No. 2. The Lease, as amended by this Amendment No. 2, shall be referred to herein as the “**Amended Lease.**”

D. Lessee desires, upon receipt of authority from the Los Angeles County Board of Supervisors (the “**Board**”), to exercise the Option to Purchase during the Option Exercise Window applicable to the Original Term, for the Purchase Price of eleven million two hundred ninety-one thousand two hundred dollars (\$11,291,200), pursuant to and in accordance with the Amended Lease.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated herein as if set forth in full in this Amendment No. 2, the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Ratification; Conflict. The Parties hereby (i) ratify the Lease in all respects and (ii) acknowledge and reaffirm all of their obligations under the Lease. To the extent the terms and conditions of the Lease are inconsistent with or conflict with this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall control.

2. Revised Option to Purchase. Section 20 of the Original Lease, as amended by Section 2 of Amendment No.1, is hereby deleted in its entirety and replaced with the following:

20. Option to Purchase: Lessor hereby grants to Lessee an exclusive option (the “**Option**”) to purchase the fee simple interest in, and title to, the Premises pursuant to the terms and conditions set forth in this Section 20 and in the purchase and sale agreement attached hereto as Exhibit E (the “**PSA**”).

a. Option Payment. By not later than the date that is thirty (30) calendar days after the Effective Date of this Amendment No. 2, Lessee shall pay to Lessor the sum of one hundred dollars (\$100) (the “**Option Payment**”). The Option Payment shall be nonrefundable to Lessee, except as expressly provided in the Lease. Lessor and Lessee acknowledge and agree that the Option Payment is being paid in consideration for Lessor maintaining its grant of the Option to Lessee during the term of the Lease.

b. Exercise. Lessee may, but shall not be obligated to, exercise the Option by delivering to Lessor written notice (the “**Option Exercise Notice**”) by not more than one hundred and eighty (180) days prior to the last day of the Lease term and not less than ninety (90) days prior to the last day of the lease term (as the same may be extended) (the “**Option Exercise Window**”). For avoidance of doubt (i) Lessee must deliver the Option Exercise Notice after March 15, 2025 and prior to June 13, 2025 for the same to be valid during the original Lease Term, (ii) Lessee must deliver the Option Exercise Notice after March 15, 2030 and prior to June 13, 2030 for the same to be valid during the first renewal term and (iii) Lessee must deliver the Option Exercise Notice after March 15, 2035 and prior to June 13, 2035 for the same to be valid during the second renewal term. The parties acknowledge and agree that no Option Exercise Notice will be valid or enforceable unless the same is delivered within the applicable 90-day Option Exercise Window. In the event Lessee delivers the Option Exercise Notice to Lessor during the applicable Option Exercise Window (such date, the “**Exercise Date**”), Lessor shall promptly, and in any case, within three (3) Business Days after the Exercise Date, countersign the PSA and deliver the executed PSA to Lessee. Lessee shall continue to pay all rent due under the Lease until a grant deed conveying the Premises to Lessee is recorded in the Official Records of Los Angeles County (the “**Deed**”).

c. Purchase Price. The purchase price for the Premises shall be (as applicable, the “**Purchase Price**”): (i) \$11,291,200, if the Option is timely exercised during the 90-day Option Exercise Window applicable to the Original Term; (ii) \$5,991,505, if the Option is timely exercised during the 90-day Option Exercise Window applicable to the first renewal term; and (iii) \$3,100,957, if the Option is timely exercised during the 90-day Option Exercise Window applicable to the second renewal term.

d. Escrow. Upon receiving approval from Lessee’s Board of Supervisors to enter into the PSA, Lessee shall execute the PSA and open an escrow (an “**Escrow**”) with Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by Lessee and Lessor) (the “**Title Company**” and “**Escrow Holder**”) by delivering to Escrow Holder a copy of the PSA, duly executed by both Lessor

and Lessee. The date upon which Escrow Holder countersigns the PSA shall be the “**PSA Effective Date.**”

e. Due Diligence.

(i) Materials. By not more than five (5) Business Days after the Effective Date of Amendment No. 2, Lessor shall provide Lessee with a list of materials to be provided and deliver, or make available, to Lessee copies of all said materials relating to the Premises but only to the extent the same exist and are in Lessor’s possession or direct control, including but not limited to the following (the “**Due Diligence Materials**”):

(I) any existing plans for or surveys of the land upon which the Premises is located (the “**Survey**”);

(II) the most recent Phase One report pertaining to Hazardous Substances performed by Orswell and Kasman (as defined in Section 7.1 of the PSA), improvement and landscape plans, permits and licenses issued by any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body (each, a “**Governmental Authority**”), and significant correspondence with Governmental Authorities, that relate directly to the Premises;

(III) a preliminary title report or title commitment (in either case, the “**PTR**”) for the Premises issued by the Title Company detailing all easements, regardless of purpose or use, associated with the Premises, or any development approvals and a legible and complete copy of each and every document referenced in the PTR;

(IV) all architectural and civil or structural engineering documents that relate directly to the Premises, including but not limited to, as built plans, if any, and specifications for the Improvements (as defined in the PSA), copies of all permits, licenses, entitlements and certificates of occupancy for the Premises;

(V) all contracts and agreements pertaining to the Premises existing on the Exercise Date, and any amendments and modifications thereto (the “**Contracts**”);

(VI) all leases, licenses, or other agreements for use or occupancy of any portion of the Premises, and all amendments and modifications thereto, if any; and

(VII) such other reasonable, usual and customary due diligence documents reasonably requested by Lessee, to the extent in Lessor's possession.

(ii) Governmental Correspondence. From the Effective Date of Amendment No. 2 and until the earlier of the Closing Date (as defined in Section 20.e below) and the date of termination of this Lease, as hereby amended, Lessor shall send Lessee a copy of any correspondence concerning the Premises that Lessor receives from any Governmental Authority or that Lessor sends to any Governmental Authority.

(iii) Lessee's Inspections. During the Due Diligence Period (as defined in Section 20.d(iv) below) and thereafter until any termination of this Lease, as hereby amended, or the PSA, Lessee's and Lessee's elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, "**Lessee's Representatives**") may, during normal business hours and upon not less than one (1) Business Day prior notice (which may be oral notice) to Lessor representative, David A. Parker (Phone No. (310) 689-7600; Email: dparkinvest@yahoo.com ("**Lessor's Representative**," enter upon the Premises solely to conduct such inspections, investigations and tests as Lessee deems appropriate in its sole and absolute discretion (collectively, "**Lessee's Inspections**"); provided, however, Lessee shall obtain the written approval of Lessor's Representative, in its reasonable discretion, prior to conducting any borings or other invasive or destructive testing. In connection with Lessee's Inspections, Lessee shall immediately restore the Premises to substantially the same condition as it was in prior to the Lessee Inspection, at Lessee's sole expense, unless any non-restoration is approved in writing by Lessor in its reasonable discretion. Lessee shall cause Lessee's Inspections, including, without limitation, all investigations, borings, and invasive testing activities, to be conducted (a) in a safe and professional manner, (b) so as not to create any dangerous or hazardous condition on or about the Premises, (c) in compliance with any and all applicable laws, statutes, ordinances, orders, rules, regulations, codes, demands or other directives or requirements of any local, state or federal Governmental Authority (collectively, "**Applicable Laws**"), (d) only after obtaining all permits required to be obtained with respect to such activities, and (e) in a manner that does not cause any damage (except to the extent restoration is not required, as described above), loss, cost or expense to, or claims against Lessor or the Premises. Lessor shall have no obligation to repair any problems or defects disclosed by Lessee's Inspections. A representative of Lessor may accompany Lessee during the Lessee's Inspections at Lessee's election. Lessee shall have the right to meet with governmental officials having jurisdiction over the Premises, subject to prior written notice to Lessor of, and a reasonable right of Lessor's representative (and/or Lessor's

counsel) to attend, any such meetings or to participate in any such calls. All Lessee Inspections shall be at Lessee's sole cost, and Lessee shall indemnify, hold harmless and defend Lessor from any damages and liens arising from any Lessee Inspections; provided, however, such indemnification obligation shall not be applicable to Lessee's mere discovery of any pre-existing adverse physical condition at the Premises, except to the extent Lessee and/or Lessee's agents or representatives exacerbate such pre-existing condition and then only to the extent of such exacerbation.

(iv) Lessee's Due Diligence Approvals.

(I) Due Diligence Review. Lessee's obligations under the PSA, including, but not limited to, its obligations to purchase the Premises on the Closing Date, are subject to the approval or confirmation by Lessee, in Lessee's sole and absolute discretion, of Lessee's due diligence investigations of the Premises, including without limitation, review and approval of the Due Diligence Materials and Lessee's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date of Amendment No. 2 through 5:00 pm Pacific time on the date that is fourteen (14) calendar days after the PSA Effective Date (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, Lessee determines that it is dissatisfied, in Lessee's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Premises and/or its condition or suitability for Lessee's intended use, or with any of the Due Diligence Materials or the results of Lessee's Inspections, then Lessee may rescind the Option Exercise Notice and/or terminate the PSA, and the Escrow created pursuant thereto, as applicable, by delivering written notice to Lessor and Title Company on or before the Due Diligence Deadline of Lessee's election to rescind or terminate (a "**Termination Notice**"), in which event the Option Exercise Notice shall be void and of no further force or effect, as applicable, the PSA, the Escrow, and the rights and obligations of the parties thereunder shall terminate, other than the Surviving Obligations (as defined in Section 5.5 of the PSA), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations.

(II) Assumed Contracts. Lessee shall, on or prior to the Due Diligence Deadline, advise Lessor of which Contracts, if any, Lessee elects to assume. Other than the Contracts that Lessee has so elected to assume, Lessor shall terminate all other Contracts effective as of the Closing.

(III) Title Review.

(A) Lessee shall have until the Due Diligence Deadline to deliver to Lessor written notice (“**Lessee’s Title Notice**”) of Lessee’s approval, conditional approval, or disapproval, in Lessee’s sole and absolute discretion, of any matter in the PTR or disclosed by the Survey or any update thereto.

(B) Lessor shall have five (5) Business Days after receipt of Lessee’s Title Notice or Lessee’s deemed disapproval (“**Lessor Response Period**”), to provide Lessee with a written response (“**Lessor’s Title Response**”) stating that Lessor shall either (such election to be made in Lessor’s sole and absolute discretion): (a) cause the matters disapproved by Lessee to be removed of record, or commit to cause the Title Company to endorse over such matters pursuant to an endorsement or endorsements acceptable to Lessee, in Lessee’s sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give Lessee and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Lessor does not, during the Lessor Response Period, deliver a Lessor’s Title Response that is satisfactory to Lessee in Lessee’s sole discretion, then Lessor shall be deemed to have elected not to cure any matters disapproved by Lessee. Notwithstanding the foregoing, Lessor shall be obligated to remove as exceptions to title to the Premises as of the Closing all delinquent tax liens for the Premises, mechanics’ liens (attributable to work ordered by or at the direction of Lessor and not contracted for by Lessee), mortgages, deeds of trust, financing statements, judgment liens, and other monetary encumbrances recorded against the Premises (collectively, “**Monetary Liens**”) or encumbrances and all claims to fee title or leasehold or other possessory interests in the Premises, other than those arising from Lessee’s Inspections or this Lease, as hereby amended. Lessor may, but shall not be obligated to instruct the Title Company to use the proceeds of the Purchase Price otherwise due to Lessor in order to remove any Monetary Liens continuing to encumber the Premises immediately prior to the Closing.

(C) If Lessor does not state in Lessor’s Title Response that it shall cause all of the matters disapproved by Lessee to be cured prior to the Closing Date, then Lessee may, by not later than ten (10) Business Days after receipt of Lessor’s Title Response, (x) deliver to Lessor and the Title Company a Termination Notice, or (y) terminate its disapproval of those matters that Lessor does not elect to cure by delivering written notice of such waiver (the “**Title Approval Notice**”) to Lessor and the Title Company. If Lessee does

not deliver the Title Approval Notice in such case, Lessee shall be deemed to have elected to terminate the Option Exercise Notice and/or the PSA, as applicable. A “**Business Day**” shall mean any day of the year that is not a Lessee holiday (as such Lessee holidays are disclosed on <https://www.lacounty.gov/government/about-lacounty/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

(D) If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then Lessee may issue a supplement to its Lessee’s Title Notice respecting only new matters first shown on the supplemental or amended PTR within ten (10) Business Days after Lessee’s receipt of legible copies of the title documents referenced in such supplement and, if such supplement includes disapproval of any matter, then Lessor shall respond within five (5) Business Days with a supplement to Lessor’s Title Response.

(E) Lessee’s failure to either disapprove or approve in writing any of the items described in this Section 20.d(iv)(iii) within the time period allotted to such item shall be deemed to constitute Lessee’s disapproval of same.

f. Closing. The Closing (as defined in the PSA) shall take place by not later than the date that is sixty (60) days after the PSA Effective Date (such date, the “**Closing Date**”). The Parties agree that time is of the essence and that both Parties shall work cooperatively and in good faith to consummate the Closing at the earliest feasible time. The PSA will include a customary “as-is” sale / release provision respecting the sale of the Premises, subject to the representations and warranties of Lessor. At the close of escrow, Lessee will obtain and pay for (at Lessee’s sole cost and expense) a policy of title insurance satisfactory to Lessee from a reputable title company which insures the record title of the Premises in an amount equal to the applicable option price and at the close of escrow Lessee will pay all documentary transfer taxes required to be paid as to the Deed, if any. All usual escrow changes shall be shared equally (50/50) by the parties. The balance of any funds due will be determined by the Escrow Holder.

g. Lessee’s Benefit. This Section 20 and the Option are only for the benefit of Lessee, and no other person or entity shall be a beneficiary of this provision or have any rights to enforce the same.

3. Entire Agreement. This Amendment No. 2 contains the entire agreement of the Parties with respect to its subject matter and all prior negotiations, discussions, representations, agreements and understandings heretofore had among the Parties with respect thereto are merged herein. This Amendment No. 2 may not be changed or terminated orally, but only by an agreement in writing signed by the Parties.

4. Authority. Each of the undersigned signatories for Lessor personally covenant, warrant, and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Lessee from all damages, costs, and expenses, which result from a breach of this representation.

5. Severability. If any of the provisions of this Amendment No. 2, or the application thereof to any person or circumstances, shall, to any extent, be held by a highest court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 2, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Amendment No. 2 shall be valid and enforceable to the fullest extent permitted by law.

6. Governing Law. This Amendment No. 2 shall be construed in accordance with the laws of the State of California, without regard to conflict of law principles.

7. Counterparts. The Parties hereby agree that this Amendment No. 2 may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original but all such counterparts together shall constitute one and the same instrument, and that facsimile or other electronic signatures (including .pdf signatures transmitted via electronic mail) shall be sufficient for purposes of executing and delivering this Amendment No. 2.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 effective as of the Effective Date.

LESSOR:

CHASE GLENDALE SERVICES, LLC,
a California limited liability company

By: David A. Parker
Name: David A. Parker
Title: Authorized Signatory

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

LESSEE:


COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
John T. Cooke
Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Name: _____
Title: _____



PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as of [_____] (the “**Effective Date**”), by and between CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Seller**”), and COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”). Each of Seller and County are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller is the fee owner of certain real property located at 4680 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller and County are parties to that certain County Lease No. 71919, dated January 19, 1999 (the “**Original Lease**”), as amended by that certain Amendment No. 1 to County Lease No. 71917, dated July 8, 2014 (“**Amendment No. 1**”) and by that certain Amendment No. 2 to County Lease No. 71917 dated _____, 2024 (“**Amendment No. 2**” and together with the Original Lease and Amendment No. 1, collectively, the “**County Lease**”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the County Lease.

C. Pursuant to the County Lease, County leases the Premises (as defined in the County Lease), which consists of the Land and the improvements thereon. Section 20 of the County Lease, as amended and restated in its entirety in Amendment No. 2 (“**Section 20**”) provides County with an option to purchase the Premises, as more particularly set forth in the County Lease and Section 20 is hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof (the “**Option to Purchase**”).

D. On _____ (the “**Option Exercise Date**”), County delivered an Option Exercise Notice (as defined in the County Lease) to Seller.

E. Pursuant to the County Lease, in connection with County’s exercise of the Option to Purchase, County agrees to provide Seller with a non-exclusive license (the “**License**”) to enter upon and access a certain portion of the Premises as depicted on Exhibit H attached hereto (the “**License Area**”) for the purpose of vehicular parking on and at the License Area.

F. Seller intends to acquire a parcel of land adjacent to the Premises, located at 4690 San Fernando Road, in the City of Glendale, State of California (the “**Adjacent Parcel**”) and, upon the acquisition of the Adjacent Parcel, to obtain from the City of Glendale a lot line adjustment that would adjust the boundary of the Adjacent Parcel to include the License Area (the “**Lot Line Adjustment**”), substantially consistent with the depiction attached as Exhibit I.

G. Seller desires to sell the Property (as defined in Section 1) to County, and County desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement and Section 20.

H. The Board of Supervisors (the “**Board**”) for the County has made the findings and determinations that it has deemed necessary to comply with the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 *et seq.*

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

AGREEMENT

1. Purchase and Sale; Property. Seller agrees to sell and convey to County, and County agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller's right, title and interest in the Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller's right, title and interest in all of the following items in respect of the Land (collectively, the "**Property**"):

1.1. all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the Land, including, without limitation, all easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, air rights, off-site parking rights, and any rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all of Seller's right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land (collectively, the "**Appurtenances**");

1.2. all existing buildings, improvements and fixtures, if any, located on the Land, including, without limitation, heating, ventilation and air condition, electrical and other utility systems and facilities, if any, serving the existing buildings (collectively, the "**Improvements**" and together with the Land and Appurtenances, the "**Real Property**");

1.3. all personal property, equipment, supplies and fixtures, if any, owned by Seller and located on the Real Property on the Effective Date and used in connection with the ownership, operation or maintenance of, or otherwise relating to, the Real Property (collectively, the "**Personal Property**"). Seller shall not remove any Personal Property, located on the Real Property as of the Effective Date, from the Real Property prior to the Closing;

1.4. all contracts and agreements, if any, existing on the Effective Date, as listed on Exhibit B (collectively, the "**Contracts**"), in each case to the extent (a) County elects to receive assignment of such Contract by written notice to Seller during the Due Diligence Period, (b) such Contracts are assignable without consent or cost (other than any consents that either Party may obtain and costs that either Party may agree to pay, in each case, without any obligation to do so) and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Close of Escrow any Contracts not being assigned to County at the Close of Escrow pursuant to the preceding clauses (a) or (b));

1.5. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Property, if any, existing on the Effective Date (collectively, the "**Leases**"), in each case to the extent such leases (a) remain in effect subsequent to the Closing, or (b) relate to a tenant who remains in possession of any portion of the Real Property on the Closing Date; and

1.6. all intangible property used and necessary in connection with the Real Property, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, and

all applications, plans, drawings, designs, signs, logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the “**Intangible Property**”).

2. Purchase Price; Independent Consideration.

2.1. Purchase Price. The purchase price for the Property is [DETERMINED PURSUANT TO THE COUNTY LEASE] (the “**Purchase Price**”).

2.1.1. Independent Consideration. Within seven (7) Business Days (as defined in Section 3.4.4.3) after the Effective Date, County shall deliver to the Title Company (as defined in Section 5.1), the sum of one hundred dollars (\$100.00) (the “**Independent Consideration**”), which Title Company shall immediately release and deliver to Seller as independent consideration for County’s rights under this Agreement and for Seller providing to County the Due Diligence Period within which to perform County’s Investigation of the Property. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 5.1).

2.1.2. Purchase Price Balance. Provided that all of the other conditions precedent to County’s obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, County shall deposit into Escrow (as defined in Section 5.1) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the “**Purchase Price Balance**”).

3. Condition of Property. Within five (5) Business Days following the Option Exercise Date, Lessee shall commence its due diligence of the Premises, and the Parties shall work together cooperatively and in good faith, in accordance with the terms and conditions set forth in Section 20, until Lessee has elected to proceed with or terminate the transaction contemplated under this Agreement.

4. Prorations and Apportionments.

4.1. All real and personal property ad valorem taxes, assessments and bonds levied or assessed against the Property, whether payable in installments or not, shall be prorated between Seller and County and paid through Escrow (as defined in Section 5.1) as of 12:01 A.M. Pacific time on the Closing Date (the “**Proration Time**”), based on the latest available tax rate and assessed valuation, as of such date, and shall be re-prorated and adjusted upon receipt of the actual tax bill. The Party receiving the actual tax bill shall deliver a copy thereof to the other Party within ten (10) calendar days of receipt and the parties shall complete the re-proration based on the actual tax bill within fifteen (15) calendar days thereafter. All taxes, bonds, assessments and supplemental taxes due and payable prior to the Closing shall be paid by Seller on or before the Closing. All taxes, bonds, assessments and supplemental taxes due and payable following the Closing shall be assumed and/or paid by County (County having received a credit at the Closing, to the extent provided in the immediately-preceding sentence and not paid by Seller, for the portion thereof attributable to the period prior to the Closing). Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right after Closing to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

4.2. Subject to Sections 4.3 and 4.4, all revenues and expenses, if any, of the Property shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by

Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Closing, or as soon thereafter (but not later than one hundred eighty (180) calendar days after the Closing) as the precise amounts can be ascertained. Either Party owing money to the other Party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate, if payment is not made within ten (10) calendar days following such demand. A proposed estimated statement of such prorations shall be delivered by Title Company to County and Seller at least three (3) days prior to the Closing Date, and County and Seller shall use diligent efforts to reach agreement as to prorations and to deliver to Title Company a statement setting forth their agreed prorations at least two (2) Business Days prior to the Closing Date.

4.3. Expenses to be prorated shall include payments under any Leases, the Contracts, water, sewer, gas, electricity, telephone and other utility charges, if any, unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees, owner's association dues and charges, if any, and other expenses customarily prorated in Los Angeles County, California. County shall use commercially reasonable efforts to cause the transfer of all utilities to the name of County as of the Closing Date, and Seller shall use commercially reasonable efforts to have all utility meters read as of the Closing Date.

4.4. County and Seller each agree to deposit with Title Company or otherwise make arrangements with Title Company with respect to such Party's share of the prorations.

4.5. All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. County and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

4.6. In addition to the foregoing, County and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all Contracts (including any originals), items evidencing and/or relating to the Intangible Property, and keys to County on or about the Closing Date.

4.7. The provisions of this Section 4 shall survive the Closing and the delivery and recording of the Deed (as defined in Section 5.1).

5. Opening and Closing.

5.1. Opening; Closing Date and Place. Escrow (the "**Escrow**") shall be opened upon delivery of this Agreement, duly executed by both County and Seller, to Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by County and Seller) (the "**Title Company**"), which shall be the title company and escrow holder with respect to the transaction provided for in this Agreement. For purposes of this Agreement, the "**Closing**" shall be defined as the recordation of a grant deed in the form of Exhibit C attached hereto (the "**Deed**"), conveying the Real Property to County in the Official Records of Los Angeles County, California and the satisfaction of all other Closing conditions set forth in this Agreement. The Closing shall occur on the date that is sixty (60) days after the date on which the fully executed Agreement has been delivered to Escrow holder, as evidenced by the Escrow holder's counterpart signature on the fully executed Agreement, or on such other date as may be mutually agreed upon in writing by Seller and County (the "**Closing Date**"). Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing (the "**Funds**")

shall be deposited by County into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 601 S. Figueroa Street, Suite 4000, Los Angeles, CA 90017, and the primary contact person is [] | Email: [] | Phone: [].

5.2. Seller's Closing Deliveries. At or before the Closing Date (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**"):

5.2.1. The Deed, executed and acknowledged by Seller;

5.2.2. A bill of sale in the form of Exhibit D attached hereto (the "**Bill of Sale**"), duly executed by Seller;

5.2.3. An assignment and assumption in the form of Exhibit E attached hereto ("**General Assignment**"), executed by Seller;

5.2.4. A Certificate of Non-Foreign Status in the form of Exhibit F attached hereto ("**FIRPTA**"), executed by Seller;

5.2.5. A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;

5.2.6. A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

5.2.7. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and

5.2.8. Such evidence of Seller's authority, the owner's affidavit in the form of Exhibit G attached hereto and other documents reasonably required by the Title Company.

5.3. County's Closing Deliveries. At or before Closing, County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**County's Deliveries**"):

5.3.1. The Purchase Price Balance;

5.3.2. County's share of any prorations and expenses as provided in Section 4;

5.3.3. A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by County;

5.3.4. The General Assignment, executed by County;

5.3.5. The Closing Statement, executed by County; and

5.3.6. Such evidence of County's authority and other documents reasonably required by the Title Company.

5.4. Closing Expenses.

5.4.1. At the Closing, Seller shall pay for: (i) all costs regarding the satisfaction and discharge of any Seller Liens (as defined in Section 6.1); and (ii) one-half of the Escrow fees and the recording charges with respect to the Deed, if any.

5.4.2. At the Closing, County shall pay for: (i) the cost to obtain the Title Policy (as defined in Section 6.1), including any endorsements desired by County; (ii) the cost of any Survey ordered by County; (iii) all documentary transfer taxes required to be paid as to the Deed, if any and (iv) one-half of the Escrow fees and the recording charges with respect to the Deed, if any.

5.4.3. Each Party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid as customary in Los Angeles County. Each Party's obligation to pay costs under this Section 5.4 shall survive the Closing and the delivery and recording of the Deed.

5.5. County's Conditions Precedent to Closing. County's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**County Conditions Precedent**"):

5.5.1. The due performance by Seller of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.5.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

5.5.3. Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 5.2 above.

5.5.4. The Title Company shall unconditionally commit to County at Closing to issue the Title Policy to County pursuant to Section 6 herein.

5.5.5. County shall have obtained all approvals required by any Governmental Authority (including County) having jurisdiction over the acquisition of the Property, in compliance with all Applicable Laws.

In the event that any of the County Conditions Precedent are not satisfied as of the Closing Date (a) County may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by Seller or County of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 8 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to County, or of County to Seller, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (y) those costs, expenses, and payments specifically stated herein to be the responsibility of County or Seller, respectively, and (z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be and remain liable for their

respective obligations under clauses (x) through (z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.

5.6. Seller's Conditions Precedent to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

5.6.1. The due performance by County of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by County in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.6.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to County.

5.6.3. County shall have delivered County's Deliveries into Escrow in accordance with Section 5.3 above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or County of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 8 below.

5.7. Title Company Actions at Closing. At Closing, upon the Title Company's receipt of (i) the Purchase Price Balance and applicable prorations and expenses, (ii) the County's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by County and Seller, and (iv) final authorization from each of Seller and County to proceed with Closing, Seller and County hereby instruct the Title Company to:

5.7.1. Prorate all matters referenced in Section 4 based upon the Closing Statement delivered to the Title Company and signed by the Parties.

5.7.2. Disburse from funds deposited by County with the Title Company towards payment of all items chargeable to the account of County pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by County to Seller pursuant to this Agreement, net of any amounts required to be paid by Seller to County pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to County.

5.7.3. Record the Deed, together with the Certificate of Acceptance, and deliver to the County Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

5.7.4. Issue the Title Policy to County.

5.7.5. Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; and (iii) a certified copy of the approved Closing Statement; and

5.7.6. Deliver to County: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of each of the Bill of Sale and the General Assignment; (iii) a certified copy of the approved Closing Statement; and (iv) a copy of each of the FIRPTA and Form 593-C.

5.8. Operation of the Property Prior to the Closing Date. Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior County's written consent, which shall be subject to County's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining County's prior written consent, which shall be subject to County's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

5.9. License Agreement. Concurrently with the Closing, County will execute and deliver to Seller a license agreement in the form of Exhibit J attached hereto granting the License to Seller.

6. Title Policy; Permitted Exceptions.

6.1. A condition precedent to County's obligation to purchase the Property shall be the willingness of the Title Company to issue to County at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to County, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in County, subject solely to the Permitted Exceptions (as defined in this Section 6.1), and containing endorsements and additional coverages as reasonably requested by County; provided, however, County may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in County (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of County. "**Permitted Exceptions**" shall mean collectively, (a) the lien of all non-delinquent general and special real property taxes and assessments, which will be prorated at the Closing pursuant to Section 4.1, and (b) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by County in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to eliminate or cure County's title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 6.1 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed; provided, however, that the "**Permitted Exceptions**" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

7. Representations, Warranties, Covenants and Acknowledgments.

7.1. Seller Representations and Warranties. Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements are made as of the Effective Date and are remade as of the Closing Date, that:

7.1.1. Seller is a duly formed, duly organized and validly existing limited liability company and in good standing under the laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Seller has the full power and authority to enter into, be bound by and comply with the terms of this Agreement and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

7.1.2. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (a) constitutes a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (b) will result in a violation of any Applicable Laws.

7.1.4. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.1.5. There are no legal actions, suits or similar proceedings pending and served, or, to Seller's knowledge, threatened in writing against Seller or the Property which could adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby. As of the Effective Date and as of the Closing Date, the Property is not subject to any outstanding decree, injunction, judgment, order, ruling, assessment or writ.

7.1.6. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

7.1.7. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. Seller is solvent, able to pay its own debts as and when they become due, and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent. The consideration that Seller is receiving in connection with the transactions contemplated by this Agreement is reasonably equivalent to, or exceeds, the assets that Seller is transferring or otherwise disposing of in connection herewith.

7.1.8. Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property (other than as shown in the PTR), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

7.1.9. To Seller's knowledge, there are no (a) unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (b) unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (c) encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

7.1.10. To Seller's knowledge, Seller has not received any written notice of any current or pending litigation or condemnation proceeding affecting Seller or the Property.

7.1.11. To Seller's knowledge (a) the copies of all Leases and Contracts provided by Seller to County are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business, (b) Seller is not in breach of, or default under, any Leases or Contract, and (c) to Seller's knowledge, no Tenant is in breach of or default under any Lease and no counterparty to any Contract is in breach of or default under such Contract.

7.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

7.1.13. Except for this Agreement and the County Lease, Seller has not entered into any contracts (other than contracts that have terminated prior to the Effective Date), or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written), for the sale, assignment or transfer of all or any portion of the Property.

7.1.14. Other than the County Lease, there are no leases, licenses or other agreements for use or occupancy of any portion of the Property. As of Closing, no person or entity other than County is in or entitled to possession of the Property.

7.1.15. Seller has not received any written notice to the effect that, and Seller does not otherwise have knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with Applicable Laws (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental authority having jurisdiction over the Property. To Seller's knowledge, the conveyance of the Real Property to County will not violate any laws and will include all rights necessary to permit continued compliance by the Real Property with all Applicable Law. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.16. Seller has not received written notice of, and does not otherwise have knowledge of, (a) any violation of Environmental Laws concerning the Property (other than any violation disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period), or (b) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property (other than as disclosed in any Phase I or

Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period). For purposes of this Agreement, the following terms and references shall have the indicated meanings:

“Environmental Law” means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, **“CERCLA”**), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term **“Environmental Law”** also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

“Hazardous Substances” shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (a) asbestos, (b) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conversation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (d) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (e) 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); or in any and all amendments thereto in effect as of the Closing

Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

7.1.17. To Seller's actual knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**").

7.1.18. Neither Seller, nor to Seller's actual knowledge, any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**") or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

7.1.19. By providing copies of the Due Diligence Materials to County, Seller has provided or made available to County all due diligence materials that materially affect the Property and that were in Seller's possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, it shall be deemed to refer to facts within the actual knowledge of David A. Parker, without duty of inquiry and without personal liability of any kind. Seller represents and warrants to County that the foregoing individual is the employee or representative of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by Seller's knowledge. If any representation or warranty of Seller that was true when made shall become untrue as of the Closing Date, County's sole remedy shall be to terminate this Agreement by written notice to Seller and Title Company; provided, however, if any representation of Seller herein becomes untrue in any material respect as a result of a default by Seller of an express provision of this Agreement, County shall have the remedies provided in Section 8.

7.2. County Representations and Warranties. County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements are made as of the Effective Date and are remade as of the Closing Date, that:

7.2.1. County is a body corporate and politic.

7.2.2. County has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for County to enter into and consummate the transaction described in this Agreement.

7.2.3. This Agreement, and all instruments referenced herein to be executed by County in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by County, and are, or at Closing will be, legal, valid and

binding obligations of County and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which County is a party or to which County is subject.

7.2.4. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to County's knowledge, constitute a default under any contract or agreement to which County is a party.

For purposes of this Agreement, whenever the phrase "to County's knowledge," or the "knowledge" of County or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of [REDACTED], without duty of inquiry. County represents and warrants to Seller that the foregoing individual is the employee or representative of County most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by County's knowledge.

7.3. Survival. The representations and warranties of each of Seller and County set forth in this Agreement shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of six (6) months (the "**Survival Period**").

8. Rights and Remedies Upon Default.

8.1 Seller's Remedies Upon Default of County. If the Closing does not occur because of a default under or breach of this Agreement on the part of County, Seller may terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages).

8.2 County's Remedies Upon Default of Seller. Seller shall not be deemed to be in default or breach of this Agreement unless Seller fails to perform when due a material covenant or agreement to be performed by Seller hereunder and Seller fails to cure such default or breach within five (5) days following receipt by Seller of written notice of such default or breach from County stating the nature of the alleged default or breach and Buyer's proposed cure. If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, County may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages); or (ii) pursue the remedy of specific performance of Seller's obligations to proceed to Closing under Section 5. Seller acknowledges the unique and special character of the Property and its utility to County and agrees that specific performance is an appropriate remedy for Seller's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the Property is not consummated because of Seller's default under or breach of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the remedy of specific performance is unavailable to County due to Seller's conveyance of the Property to a third-party prior to the termination of this Agreement, County shall have available all remedies at law or in equity against Seller.

8.3 Limitation of Liability. Notwithstanding any provision set forth in this Agreement to the contrary, in no event shall County's or Seller's liability for any breach of a representation or warranty of such Party exceed, in the aggregate, the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). Each of County and Seller acknowledges and agrees that such limitation of liability is a material inducement to the other Party's willingness to enter into this Agreement. No claim for a breach of

any such representation or warranty shall be actionable or payable unless the non-defaulting Party delivers to the defaulting Party written notice and demand describing with specificity such breach within the Survival Period.

The provisions of this Section 8 shall survive termination of this Agreement.

9. Casualty or Condemnation.

9.1. Casualty or Condemnation. In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Property (as hereinafter defined) is destroyed or damaged, or any portion of the Real Property is subject to a taking by a governmental authority, County shall have the right, exercisable by written notice to Seller within ten (10) Business Days after County's receipt of written notice of such damage or destruction, either (a) to terminate this Agreement and receive return of the Deposit, less one-half (1/2) of any Escrow termination charges, in which event any other funds or documents in Escrow shall be returned to the Party depositing the same and this Agreement shall terminate except for Surviving Obligations, or (ii) to accept the Property in its then condition and to proceed with the Closing. Unless County terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), County shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon ("**Loss**"). In the event of any Loss after the Effective Date and prior to the Close of Escrow, County shall be entitled, at the Closing, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then Seller's rights to claim and receive such proceeds or awards shall be assigned to County, except to the extent needed to reimburse Seller for sums expended prior to the Close of Escrow to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 9.1, damage to the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by County and Seller shall exceed five percent (5%) of the Purchase Price.

9.2. Notwithstanding anything to the contrary in the foregoing, if, prior to the Closing any damage to the Real Property occurs as the result of a release of Hazardous Substances to, on, under or in the Property (by a party other than County or a County's Representative), County shall have the option to terminate this Agreement upon written notice to Seller given not later than twenty (20) Business Days after County's receipt of written notice thereof from Seller.

10. "As-Is" Purchase; Release. County will be purchasing the Property from Seller in its "as is" and "with all faults" condition. County represents to Seller that County will conduct prior to the expiration of the Due Diligence Period, such investigations of the Property as County deems necessary to satisfy itself as to the condition of the Property, and except as expressly otherwise provided in this Agreement, County will rely solely upon County's independent investigations and not upon any information provided by or on behalf of Seller or the Seller Related Parties (defined below) with respect thereto. Except as expressly set forth in Section 7.1 (above) or in any other documents provided by Seller in connection with the sale of the Property, Seller makes no representation or warranty with respect to (i) the quality, nature, adequacy, physical condition or other aspects of the Property, including, but not limited to, the structural elements, seismic aspects, foundation, roof, appurtenances, access, landscaping, parking facilities, the electrical, mechanical, HVAC, plumbing, sewage or utility systems, or the square footage of

the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or permitted use of the Property or any other public or private restrictions on the use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of hazardous materials on, under or about the Property or the adjoining or neighboring properties, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, (x) any documents or agreements affecting the Property, (xi) the value or economics of the development, operation or income potential of the Property, or (xii) any other fact or condition, whether patent or latent, which may affect the Property. Notwithstanding anything to the contrary in this Section 10, the foregoing waiver, relinquishment and release shall not release Seller from (i) any terms of, or obligations under, this Agreement that expressly survive the Closing, or (ii) Seller's fraud or intentional misrepresentation.

Upon the Closing, County shall, except for the breach of Seller's express obligations under this Agreement, be conclusively deemed to have waived, relinquished and released Seller, the members, managers and officers of Seller, and their respective affiliates, predecessors, agents, representatives, heirs, successors and assigns (collectively, the "**Seller Related Parties**") from and against any and all claims, demands, causes of action (including causes of action in tort, but excepting causes of action for fraud), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of every kind or character, whether in contract, tort, or otherwise, whether known or unknown, which County might otherwise have asserted or alleged against Seller and/or any of the Seller Related Parties at any time by reason of or arising out of any aspect or condition of the Property, violations of any laws relating to the Property, any environmental conditions relating to the Property, and any other acts, omissions, events, circumstances or matters regarding the Property.

The foregoing release by County of all past, current and future claims, demands, causes of action, losses, damages, liabilities, costs and expenses specifically includes those which are unknown or unforeseen, and in such connection, County specifically waives application of California Civil Code section 1542, which states:

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

County's Initials _____

County agrees (on behalf of itself and its successors and assigns) never to commence, aid in any way, or prosecute against Seller or any of the Seller Related Parties any action or other proceeding for any of the matters waived and released in this Section 10. The provisions of this Section 10 shall survive the Closing and delivery of the Deed.

11. Binding Effect. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns.

12. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California.

13. Time of Essence. Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of County and Seller hereunder.

14. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature.

15. Waiver. Except as otherwise provided herein, the failure of Seller or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

16. Construction. Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

17. Headings. The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

18. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Broker. Upon the Closing, Seller shall pay real estate brokerage commissions to [] (“**Seller’s Broker**”) with respect to this transaction, in accordance with Seller’s separate agreement with Seller’s Broker (the “**Broker Agreement**”), and Seller hereby agrees to indemnify and hold County free and harmless from such commission obligations payable to Seller’s Broker. The Parties hereby warrant that they have dealt with no other real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder’s fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party against any claims, losses, liability and damages, including reasonable attorneys’ fees and costs, in connection with any commissions, finders’ fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. County shall receive from Seller or Seller’s Broker, within ten (10) days after the execution of this Agreement, an amount equal to fifty percent (50%) of all commissions due to Seller’s Broker as a result of the execution of this Agreement, as set forth in the Broker Agreement. This Section 19 shall survive the Closing.

20. Assignment. This Agreement shall not be assigned by County without the prior written consent of Seller. Notwithstanding the foregoing, County may assign this Agreement to an affiliate of County without Seller’s consent. Any permitted assignee shall succeed to all of County’s rights and remedies hereunder and no such assignment shall relieve County from its liability under this Agreement.

21. Merger. All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between Seller and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

22. General Rules of Interpretation. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word “includes or “including” means including without limitation, the word “or” is not exclusive and the words “herein,” “hereof,” “hereto” and hereunder refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

23. Date of Performance. If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

24. Third Parties. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

25. Acceptance of the Deed. The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and County, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section 24 shall survive the Closing.

26. Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or County may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, “**Notices**”) must be in writing and sent by (a) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if personally delivered or sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown on the sender’s registered mail or certified mail receipt. Rejection or other refusal to accept or the inability

to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. Seller or County may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 25.

To County:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attn: Joyce Chang, Senior Manager

With a copy to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713
Attn: Real Property Division

To Seller: Chase Partners Ltd
6444 San Fernando Road, Suite 3944
Glendale, California 91221
Attention: David A. Parker
E-mail:chasepartners@yahoo.com;
dparkinvest@yahoo.com

With copies to: Eisner, LLP
433 N. Camden Drive, 4th floor
Beverly Hills, California 90210
Attention: Jason VanMeeten
E-mail: jvanmeetren@eisnerlaw.com

27. No Modification. This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

28. Rights of the Title Company. If there is any dispute as to whether the Title Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the “**Escrowed Property**”) or as to whom any Escrowed Property are to be delivered, the Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Title Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Title Company of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Escrowed Property shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Title Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles County, California and files an action of, interpleader, naming the Parties, the Title Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and County shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

29. Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from Seller with the implication, suggestion or statement that Seller's provision of the consideration may secure more favorable treatment for Seller in the award of this Agreement or that Seller's failure to provide such consideration may negatively affect the County's consideration of the Seller's offer to sell the Property. Seller shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Agreement. Seller shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Seller's submission being eliminated from consideration.

30. No Offer or Binding Contract. The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one Party to another is not intended by either Party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and County have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and County have caused this Agreement to be executed and delivered, as of the Effective Date.

“Seller”

CHASE GLENDALE SERVICES, LLC,
a California limited liability company

By: _____
Name: David A. Parker
Title: Authorized Signatory

“County”

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between [_____], as Seller, and the County of Los Angeles, as County, dated [_____], and relating to the property located at [_____] Los Angeles, StateCalifornia, as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated _____, 20__

By: _____
Its Duly Authorized Representative

Exhibit A

Legal Description of the Land

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

PARCEL 1:

LOT 49 OF RIVERDALE HEIGHTS, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 1, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 99 FEET THEREOF.

PARCEL 2:

LOT 51 AND THE NORTH 99 FEET OF LOT 49 OF RIVERDALE HEIGHTS, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 1, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

ALL THAT PORTION OF LOT 16 OF TRACT NO. 2802, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGE 79, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES, TO-WIT:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 16; THENCE SOUTH 0° 5' 30" EAST (THE BASIS OF BEARINGS FOR THIS DESCRIPTION) ALONG THE EASTERLY LINE OF SAID LOT 16 A DISTANCE OF 133.87 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 420 FEET SAID CURVE BEING TANGENT TO THE NORTHERLY LINE OF SAN FERNANDO ROAD (86 FEET WIDE) AND ALSO TANGENT TO THE NORTHEASTERLY LINE OF SAN FERNANDO ROAD (77 FEET WIDE) A RADIAL LINE FROM SAID POINT OF INTERSECTION TO THE CENTER OF SAID CURVE BEARING NORTH 7° 8' 56" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH AN ARC OF 7° 45' 0" A DISTANCE OF 50.99 FEET TO ITS INTERSECTION WITH A LINE DRAWN 2 FEET EASTERLY FROM (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE WESTERLY LINE OF SAID LOT 16; THENCE NORTH 0° 5' 30" WEST ALONG SAID PARALLEL LINE SO DRAWN 123.95 FEET TO THE NORTHERLY LINE OF LOT 16; THENCE NORTH 89° 47' EAST ALONG THE NORTHERLY LINE OF SAID LOT 16, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

ALSO THE EASTERLY 50 FEET OF LOT 12 OF TRACT NO. 2802, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGE 79, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5696-015-006 (PARCEL 1) AND APN: 5696-015-032 (PARCELS 2 AND 3)

Exhibit B

Contracts

Exhibit C

Form of Grant Deed

FREE RECORDING IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT CODE
SECTIONS 6103 AND 27383

WHEN RECORDED MAIL TO:

County of Los Angeles
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Joyce Chang, Senior Manager

Space above this line for Recorders use
ASSESSOR'S IDENTIFICATION NUMBER: [_____]

THE UNDERSIGNED GRANTOR DECLARES: DOCUMENTARY TRANSFER TAX IS \$0.00; CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; GOVERNMENTAL AGENCY ACQUIRING TITLE, R & T 11922.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [_____] ("**Grantor**"), does hereby grant to the COUNTY OF LOS ANGELES, a body politic and corporate ("**Grantee**"), all of Grantor's rights, title and interests to that certain real property located at [_____] in the City of [_____] County of Los Angeles, State of California, legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**"), together with all improvements thereon and appurtenances thereto.

[signature on next page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the ____ day
of _____, 20__.

“Grantor”

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:

county of _____)

On _____, 20__ before me, _____
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

Exhibit A (to Grant Deed)

Legal Description of the Property

APN: _____

Exhibit D

Form of Bill of Sale

BILL OF SALE

THIS BILL OF SALE (this “**Bill of Sale**”) is made as of _____, by and between _____ (“**Seller**”), and County of Los Angeles, a body politic and corporate (“**County**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby quitclaim, remise, release, sell, and deliver to County, pursuant to that certain Agreement of Purchase and Sale dated as of _____, between Seller and County (the “**Agreement**”), all of Seller’s right, title and interest, if any, in and to all (collectively, the “**Personal Property**”) personal property, machinery, equipment, and fixtures (if any) located on and used in connection with the ownership and operation of, or otherwise relating to, the real property located in the City of [_____], County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the “**Real Property**”). The Personal Property is conveyed to County free and clear of all liens, claims, and encumbrances, and accepted by, County in its “AS IS” condition, with no warranties or representations, as further set forth in the Agreement. The Agreement is incorporated herein and by this reference made a part hereof.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

Dated: _____

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A (to Bill of Sale)

Legal Description of the Real Property

Exhibit E

Form of General Assignment

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is made as of this ___ day of _____, 202_, by and between [_____] (“**Assignor**”) and COUNTY OF LOS ANGELES, a body politic and corporate (“**Assignee**”).

RECITALS

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale dated _____ (the “**Purchase Agreement**”), for the purchase and sale of certain real property more particularly described on Schedule 1 hereto (the “**Real Property**”); and

B. This Assignment is being made pursuant to the terms of the Purchase Agreement for the purpose of assigning to Assignee all of Assignor’s rights, title and interest in and to the Contracts (defined below) and the Intangible Personal Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:

a. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties thereon;

b. All service agreements, maintenance agreements, and other contracts listed on Schedule 2 attached hereto (the “**Contracts**”); and

c. any and all intangible property used and necessary in connection with the Real Property, including, without limitation, surveys, reports, plans and specifications, contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Real Property (collectively, the “**Intangible Property**”).

2. Assignee hereby assumes and agrees to perform (or cause to be performed) all of Assignor’s obligations under the Contracts.

3. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

5. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. In addition, it is

expressly understood and agreed by and between the parties hereto that any liability of Assignor hereunder shall be limited as set forth in the Purchase Agreement.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

[_____] ,
a [_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

Schedule 1

Purchase Agreement

Schedule 2

Contracts

Exhibit F

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the United States Internal Revenue Code (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity that has legal title to a U.S. real property interest under local law, and not the disregarded entity itself, is treated as the transferor of the property. [] ("Seller") is conveying certain U.S. real property rights to the County of Los Angeles, a body politic and corporate ("Transferee"). Seller is owned one hundred percent (100%), either directly or indirectly, by _____ ("Transferor"). To inform Transferee that withholding of tax will not be required upon the transfer of a U.S. real property interest to Transferee by Seller, Transferor hereby certifies to Transferee the following:

1. Seller is a disregarded entity and Transferor is not a disregarded entity (each as such term is defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations promulgated thereunder).
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
3. Transferor's United States employer identification number is: _____.
4. Transferor's office address is: _____.

[Signature page follows.]

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of: _____, 20__

TRANSFEROR:

By: _____

Name: _____

Title: _____

Exhibit G

Form of Owner's Affidavit

Los Angeles County, California

Order/File No. _____

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body politic and corporate ("**County**"), except as set forth in that certain preliminary title report _____ (with an effective date of _____, 2018) (the "**Title Commitment**") and the purchase agreement with County.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Grant Deed pursuant to which County acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that _____ (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [_____], who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for a breach of this Affidavit shall survive, until any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit

for any loss or damage arising out of any actions taken by, or at the direction of County or any of County's affiliates, agents, invitees or licensees.

[Signature Page Immediately Follows]

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this ____ day of _____, 20__.

“Owner”:

[_____] ,
a [_____]

By: _____
Name: _____
Its: _____

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)

) ss:

county of _____)

On _____, 20__ before me, _____
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

Exhibit "A" (to Owner's Affidavit)

Legal Description of the Land

APN: _____

Exhibit H

Depiction of License Area

Exhibit I

Depiction of Adjacent Parcel After Completion of Lot Line Adjustment

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is effective as of [_____] (the “**Effective Date**”), by and between COUNTY OF LOS ANGELES, a body corporate and politic (“**Licensor**”), and CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Licensee**”). Each of Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Licensor is the owner of certain real property located at 4680 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California, which is improved with a free standing building with approximately 80,000 rentable square feet of office space and an adjacent parking structure (the “**Property**”).

B. Licensor has agreed to provide Licensee with a non-exclusive license (the “**License**”) to enter upon and access a certain portion of the Property, as more particularly described in Exhibit A and depicted in Exhibit B (the “**License Area**”), for the purposes set forth in this Agreement, pursuant to and in accordance with the terms and conditions set forth in this Agreement.

C. Licensee intends to acquire a parcel of land adjacent to the Property, located at 4690 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California (the “**Adjacent Parcel**”) and, upon the acquisition of the Adjacent Parcel, to process a lot line adjustment through the City of Glendale in order to adjust the boundary of the Adjacent Parcel to include the License Area (the “**Lot Line Adjustment**”).

D. The Parties desire to enter into this Agreement for Licensee’s use of the License Area prior to the Lot Line Adjustment upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

1. GENERAL PROVISIONS.

1.1 Licensor hereby grants the License to Licensee. The License shall be used only by Licensee and its officers, directors, owners, trustees, agents, employees, contractors, subcontractors, suppliers, service providers, vendors, materialmen, and invitees (collectively, the “**Licensee Parties**”) solely for the purpose of vehicular parking on the License Area, and to do the following:

(a) Licensee shall use, and shall cause Licensee Parties to use, the License Area in compliance with all applicable federal, state and local laws, statutes, common law, codes, rules and regulations of any government authority have jurisdiction over the License Area or the parties hereto (collectively, “**Legal Requirements**”).

(b) Licensee shall keep and maintain the License Area in a safe, secure, clean, neat, sanitary, graffiti-free, and slightly condition and repair, commensurate with the conditions existing at the time this License is executed, pursuant to and in accordance with all Legal Requirements.

(c) Licensee shall hire security services and install security devices as shall be reasonably required for the safe and uninterrupted use of the Property.

1.2 Licensee covenants and agrees that it will not, and will use reasonable efforts to not allow any Licensee Party to, commit waste, loss or damage to the License Area.

2. TERM; TERMINATION

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall automatically and uncontestably terminate, and be of no further force or effect, on the earlier of (a) the date that is two (2) years after the Effective Date, and (b) the date of completion of the Lot Line Adjustment.

2.2 Termination.

Notwithstanding any provision of this Agreement to the contrary, in the event Licensee fails to perform in any material respect its obligations under this Agreement (each, a “**Default**”), then, if Licensee fails to cure such Default within ten (10) days after Licensor provides Licensee with written notice of such Default (or, if such Default cannot reasonably be cured within such ten (10) day period, such reasonable additional time as necessary to complete the cure, provided that Licensee continues to diligently pursue such cure to completion, but in any case not more than thirty (30) days), Licensor may elect, by written notice to Licensee, to terminate this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for any obligations that specifically state that they survive any termination of this Agreement. Notwithstanding the foregoing, in the event of a default by Licensee, Licensor may exercise any and all remedies available at law and in equity.

3. TAXES.

Licensee shall pay, prior to delinquency, all increases in lawful taxes, assessments, special assessments, fees, and/or charges that may, during the Term, be levied or assessed against the License Area arising as a result of Licensee’s use of the License Area during the Term.

4. INDEMNIFICATION.

Licensee shall indemnify, defend (with counsel reasonably acceptable to Licensor), protect, and hold harmless Licensor, and its Board, officers, agents, consultants, counsel, employees, volunteers, attorneys, agents, trustees, successors, and assigns (the “**Licensor Parties**”) from all losses arising from all claims, losses, demands, actions, liabilities, penalties, fines, judgments, liens, forfeitures, costs, expenses, damages, or collection costs, including reasonable fees of attorneys, consultants, and experts related thereto (collectively, “**Claims**”) arising from or related to: (a) any acts or omissions of Licensee or any Licensee Party that constitute (1) a material breach of any obligation of Licensee under this Agreement, or (2) negligence or willful misconduct by

Licensee, including Claims that accrue or are discovered before or after termination of this Agreement; (b) any dispute among the Licensee Parties; and (c) any entry upon or use of the License Area by any Licensee Party, including but not limited to damage to property or bodily injury or death of any person, personal injury, damage to the License Area, or statutory or regulatory violations arising therefrom or connected therewith, including any workers' compensation suits, liability, or expense, all except to the extent such Claims arise solely from the gross negligence or willful misconduct of Licensor.

5. INSURANCE.

Licensee shall, at its sole cost and expense, obtain and maintain in effect at all times during the Term, insurance required by Licensor, in the amount and coverages specified in and issued by insurance companies as described in Exhibit C. Licensee shall report to Licensor any accident or incident relating to Licensee's entry that involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or Licensor in writing within three (3) business days of occurrence.

6. ASSIGNMENT.

This License is personal to Licensee, and shall not be assigned by Licensee without the prior written consent of Licensor. In the event Licensee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.

7. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. WAIVER.

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

9. NOTICES.

All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. Any notice required to be given under the terms of this Agreement or any law

applicable thereto may be addressed to the respective Party as follows (or such other address as a Party may hereafter designate for itself by notice to the other Party as required hereby):

To Licensor: County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Joyce Chang, Senior Manager

With a copy to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713
Attention: Real Property Division

To Licensee: Chase Glendale Services, LLC
[]
[]
[]
Attention: []

With a copy to: []
[]
[]
[]
Attention: []

10. ENTIRE AGREEMENT.

This License constitutes the entire agreement between the Parties relating to the subject matter of this Agreement, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the Parties hereto. The non-enforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid, or illegal.

11. AUTHORITY.

11.1 Licensee. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms.

11.2 Licensor. Each individual executing this Agreement on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensor, and that this Agreement is binding upon Licensor in accordance with its terms.

12. INTERPRETATION.

Each Party hereto acknowledges that all Parties hereto have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

13. FURTHER ASSURANCES.

Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

14. COUNTERPARTS.

This Agreement may be executed 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. The delivery of a signed counterpart of this Agreement by facsimile or email, or electronic signature, shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the parties after signed counterparts have been exchanged among the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

LICENSOR:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

By: _____

Name: John T. Cooke

Title: Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON,
County Counsel

By: _____
Deputy County Counsel

LICENSEE:

CHASE GLENDALE SERVICES, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the License Area

[to be inserted]

EXHIBIT B

Depiction of the License Area

[to be inserted]

EXHIBIT C

Insurance Requirements

[to be inserted]

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as of [_____] (the “**Effective Date**”), by and between CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Seller**”), and COUNTY OF LOS ANGELES, a body politic and corporate (“**County**”). Each of Seller and County are occasionally referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller is the fee owner of certain real property located at 4680 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller and County are parties to that certain County Lease No. 71919, dated January 19, 1999 (the “**Original Lease**”), as amended by that certain Amendment No. 1 to County Lease No. 71917, dated July 8, 2014 (“**Amendment No. 1**”) and by that certain Amendment No. 2 to County Lease No. 71917 dated _____, 2024 (“**Amendment No. 2**” and together with the Original Lease and Amendment No. 1, collectively, the “**County Lease**”). All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the County Lease.

C. Pursuant to the County Lease, County leases the Premises (as defined in the County Lease), which consists of the Land and the improvements thereon. Section 20 of the County Lease, as amended and restated in its entirety in Amendment No. 2 (“**Section 20**”) provides County with an option to purchase the Premises, as more particularly set forth in the County Lease and Section 20 is hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof (the “**Option to Purchase**”).

D. On _____ (the “**Option Exercise Date**”), County delivered an Option Exercise Notice (as defined in the County Lease) to Seller.

E. Pursuant to the County Lease, in connection with County’s exercise of the Option to Purchase, County agrees to provide Seller with a non-exclusive license (the “**License**”) to enter upon and access a certain portion of the Premises as depicted on Exhibit H attached hereto (the “**License Area**”) for the purpose of vehicular parking on and at the License Area.

F. Seller intends to acquire a parcel of land adjacent to the Premises, located at 4690 San Fernando Road, in the City of Glendale, State of California (the “**Adjacent Parcel**”) and, upon the acquisition of the Adjacent Parcel, to obtain from the City of Glendale a lot line adjustment that would adjust the boundary of the Adjacent Parcel to include the License Area (the “**Lot Line Adjustment**”), substantially consistent with the depiction attached as Exhibit I.

G. Seller desires to sell the Property (as defined in Section 1) to County, and County desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement and Section 20.

H. The Board of Supervisors (the “**Board**”) for the County has made the findings and determinations that it has deemed necessary to comply with the California Environmental Quality Act, Cal. Pub. Res. Code §§ 21000 *et seq.*

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

AGREEMENT

1. Purchase and Sale; Property. Seller agrees to sell and convey to County, and County agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller's right, title and interest in the Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller's right, title and interest in all of the following items in respect of the Land (collectively, the "**Property**"):

1.1. all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the Land, including, without limitation, all easements, rights, mineral rights, oil and gas rights, water, water rights, water and other utility meters, air rights, off-site parking rights, and any rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all of Seller's right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land (collectively, the "**Appurtenances**");

1.2. all existing buildings, improvements and fixtures, if any, located on the Land, including, without limitation, heating, ventilation and air condition, electrical and other utility systems and facilities, if any, serving the existing buildings (collectively, the "**Improvements**" and together with the Land and Appurtenances, the "**Real Property**");

1.3. all personal property, equipment, supplies and fixtures, if any, owned by Seller and located on the Real Property on the Effective Date and used in connection with the ownership, operation or maintenance of, or otherwise relating to, the Real Property (collectively, the "**Personal Property**"). Seller shall not remove any Personal Property, located on the Real Property as of the Effective Date, from the Real Property prior to the Closing;

1.4. all contracts and agreements, if any, existing on the Effective Date, as listed on Exhibit B (collectively, the "**Contracts**"), in each case to the extent (a) County elects to receive assignment of such Contract by written notice to Seller during the Due Diligence Period, (b) such Contracts are assignable without consent or cost (other than any consents that either Party may obtain and costs that either Party may agree to pay, in each case, without any obligation to do so) and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Close of Escrow any Contracts not being assigned to County at the Close of Escrow pursuant to the preceding clauses (a) or (b));

1.5. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Property, if any, existing on the Effective Date (collectively, the "**Leases**"), in each case to the extent such leases (a) remain in effect subsequent to the Closing, or (b) relate to a tenant who remains in possession of any portion of the Real Property on the Closing Date; and

1.6. all intangible property used and necessary in connection with the Real Property, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, deposits, refund rights and credits with governmental, quasi-governmental or utility agency, if any, which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, and

all applications, plans, drawings, designs, signs, logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the “**Intangible Property**”).

2. Purchase Price; Independent Consideration.

2.1. Purchase Price. The purchase price for the Property is [DETERMINED PURSUANT TO THE COUNTY LEASE] (the “**Purchase Price**”).

2.1.1. Independent Consideration. Within seven (7) Business Days (as defined in Section 3.4.4.3) after the Effective Date, County shall deliver to the Title Company (as defined in Section 5.1), the sum of one hundred dollars (\$100.00) (the “**Independent Consideration**”), which Title Company shall immediately release and deliver to Seller as independent consideration for County’s rights under this Agreement and for Seller providing to County the Due Diligence Period within which to perform County’s Investigation of the Property. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 5.1).

2.1.2. Purchase Price Balance. Provided that all of the other conditions precedent to County’s obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, County shall deposit into Escrow (as defined in Section 5.1) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the “**Purchase Price Balance**”).

3. Condition of Property. Within five (5) Business Days following the Option Exercise Date, Lessee shall commence its due diligence of the Premises, and the Parties shall work together cooperatively and in good faith, in accordance with the terms and conditions set forth in Section 20, until Lessee has elected to proceed with or terminate the transaction contemplated under this Agreement.

4. Prorations and Apportionments.

4.1. All real and personal property ad valorem taxes, assessments and bonds levied or assessed against the Property, whether payable in installments or not, shall be prorated between Seller and County and paid through Escrow (as defined in Section 5.1) as of 12:01 A.M. Pacific time on the Closing Date (the “**Proration Time**”), based on the latest available tax rate and assessed valuation, as of such date, and shall be re-prorated and adjusted upon receipt of the actual tax bill. The Party receiving the actual tax bill shall deliver a copy thereof to the other Party within ten (10) calendar days of receipt and the parties shall complete the re-proration based on the actual tax bill within fifteen (15) calendar days thereafter. All taxes, bonds, assessments and supplemental taxes due and payable prior to the Closing shall be paid by Seller on or before the Closing. All taxes, bonds, assessments and supplemental taxes due and payable following the Closing shall be assumed and/or paid by County (County having received a credit at the Closing, to the extent provided in the immediately-preceding sentence and not paid by Seller, for the portion thereof attributable to the period prior to the Closing). Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right after Closing to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

4.2. Subject to Sections 4.3 and 4.4, all revenues and expenses, if any, of the Property shall be prorated and apportioned as of the Proration Time so that Seller shall bear all expenses incurred by

Seller with respect to the Property through and including the period preceding the Proration Time and shall have the benefit of all income with respect to the Property through and including the period preceding the Proration Time. Any revenue or expense amount which cannot be ascertained with certainty as of the Proration Time shall be prorated on the basis of the parties' reasonable estimates of such amount and shall be the subject of a final proration thirty (30) calendar days after the Closing, or as soon thereafter (but not later than one hundred eighty (180) calendar days after the Closing) as the precise amounts can be ascertained. Either Party owing money to the other Party based on any adjustments to the prorations shall promptly pay such sum upon demand, together with interest at the maximum legal rate, if payment is not made within ten (10) calendar days following such demand. A proposed estimated statement of such prorations shall be delivered by Title Company to County and Seller at least three (3) days prior to the Closing Date, and County and Seller shall use diligent efforts to reach agreement as to prorations and to deliver to Title Company a statement setting forth their agreed prorations at least two (2) Business Days prior to the Closing Date.

4.3. Expenses to be prorated shall include payments under any Leases, the Contracts, water, sewer, gas, electricity, telephone and other utility charges, if any, unfixed meter charges, if any (apportioned on the basis of the last meter reading), license and permit fees, owner's association dues and charges, if any, and other expenses customarily prorated in Los Angeles County, California. County shall use commercially reasonable efforts to cause the transfer of all utilities to the name of County as of the Closing Date, and Seller shall use commercially reasonable efforts to have all utility meters read as of the Closing Date.

4.4. County and Seller each agree to deposit with Title Company or otherwise make arrangements with Title Company with respect to such Party's share of the prorations.

4.5. All prorations, unless otherwise provided herein, shall be on an accrual basis and based upon actual elapsed calendar days. County and Seller shall allow the other access upon reasonable prior written notice to their respective records relating to the Property to verify the prorations and adjustments provided in this Agreement.

4.6. In addition to the foregoing, County and Seller shall cooperate reasonably with respect to the exchange and/or delivery of any and all Contracts (including any originals), items evidencing and/or relating to the Intangible Property, and keys to County on or about the Closing Date.

4.7. The provisions of this Section 4 shall survive the Closing and the delivery and recording of the Deed (as defined in Section 5.1).

5. Opening and Closing.

5.1. Opening; Closing Date and Place. Escrow (the "**Escrow**") shall be opened upon delivery of this Agreement, duly executed by both County and Seller, to Commonwealth Land Title Insurance Company (or such other company as agreed to in writing by County and Seller) (the "**Title Company**"), which shall be the title company and escrow holder with respect to the transaction provided for in this Agreement. For purposes of this Agreement, the "**Closing**" shall be defined as the recordation of a grant deed in the form of Exhibit C attached hereto (the "**Deed**"), conveying the Real Property to County in the Official Records of Los Angeles County, California and the satisfaction of all other Closing conditions set forth in this Agreement. The Closing shall occur on the date that is sixty (60) days after the date on which the fully executed Agreement has been delivered to Escrow holder, as evidenced by the Escrow holder's counterpart signature on the fully executed Agreement, or on such other date as may be mutually agreed upon in writing by Seller and County (the "**Closing Date**"). Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing (the "**Funds**")

shall be deposited by County into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 601 S. Figueroa Street, Suite 4000, Los Angeles, CA 90017, and the primary contact person is [] | Email: [] | Phone: [].

5.2. Seller's Closing Deliveries. At or before the Closing Date (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**"):

5.2.1. The Deed, executed and acknowledged by Seller;

5.2.2. A bill of sale in the form of Exhibit D attached hereto (the "**Bill of Sale**"), duly executed by Seller;

5.2.3. An assignment and assumption in the form of Exhibit E attached hereto ("**General Assignment**"), executed by Seller;

5.2.4. A Certificate of Non-Foreign Status in the form of Exhibit F attached hereto ("**FIRPTA**"), executed by Seller;

5.2.5. A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;

5.2.6. A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

5.2.7. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and

5.2.8. Such evidence of Seller's authority, the owner's affidavit in the form of Exhibit G attached hereto and other documents reasonably required by the Title Company.

5.3. County's Closing Deliveries. At or before Closing, County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**County's Deliveries**"):

5.3.1. The Purchase Price Balance;

5.3.2. County's share of any prorations and expenses as provided in Section 4;

5.3.3. A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by County;

5.3.4. The General Assignment, executed by County;

5.3.5. The Closing Statement, executed by County; and

5.3.6. Such evidence of County's authority and other documents reasonably required by the Title Company.

5.4. Closing Expenses.

5.4.1. At the Closing, Seller shall pay for: (i) all costs regarding the satisfaction and discharge of any Seller Liens (as defined in Section 6.1); and (ii) one-half of the Escrow fees and the recording charges with respect to the Deed, if any.

5.4.2. At the Closing, County shall pay for: (i) the cost to obtain the Title Policy (as defined in Section 6.1), including any endorsements desired by County; (ii) the cost of any Survey ordered by County; (iii) all documentary transfer taxes required to be paid as to the Deed, if any and (iv) one-half of the Escrow fees and the recording charges with respect to the Deed, if any.

5.4.3. Each Party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid as customary in Los Angeles County. Each Party's obligation to pay costs under this Section 5.4 shall survive the Closing and the delivery and recording of the Deed.

5.5. County's Conditions Precedent to Closing. County's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**County Conditions Precedent**"):

5.5.1. The due performance by Seller of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.5.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

5.5.3. Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 5.2 above.

5.5.4. The Title Company shall unconditionally commit to County at Closing to issue the Title Policy to County pursuant to Section 6 herein.

5.5.5. County shall have obtained all approvals required by any Governmental Authority (including County) having jurisdiction over the acquisition of the Property, in compliance with all Applicable Laws.

In the event that any of the County Conditions Precedent are not satisfied as of the Closing Date (a) County may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by Seller or County of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 8 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to County, or of County to Seller, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (y) those costs, expenses, and payments specifically stated herein to be the responsibility of County or Seller, respectively, and (z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be and remain liable for their

respective obligations under clauses (x) through (z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.

5.6. Seller's Conditions Precedent to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

5.6.1. The due performance by County of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by County in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

5.6.2. That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to County.

5.6.3. County shall have delivered County's Deliveries into Escrow in accordance with Section 5.3 above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither Party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or County of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 8 below.

5.7. Title Company Actions at Closing. At Closing, upon the Title Company's receipt of (i) the Purchase Price Balance and applicable prorations and expenses, (ii) the County's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by County and Seller, and (iv) final authorization from each of Seller and County to proceed with Closing, Seller and County hereby instruct the Title Company to:

5.7.1. Prorate all matters referenced in Section 4 based upon the Closing Statement delivered to the Title Company and signed by the Parties.

5.7.2. Disburse from funds deposited by County with the Title Company towards payment of all items chargeable to the account of County pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by County to Seller pursuant to this Agreement, net of any amounts required to be paid by Seller to County pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to County.

5.7.3. Record the Deed, together with the Certificate of Acceptance, and deliver to the County Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

5.7.4. Issue the Title Policy to County.

5.7.5. Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of the General Assignment; and (iii) a certified copy of the approved Closing Statement; and

5.7.6. Deliver to County: (i) copies of all documents recorded at Closing by the Title Company; (ii) one (1) fully executed original of each of the Bill of Sale and the General Assignment; (iii) a certified copy of the approved Closing Statement; and (iv) a copy of each of the FIRPTA and Form 593-C.

5.8. Operation of the Property Prior to the Closing Date. Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior County's written consent, which shall be subject to County's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining County's prior written consent, which shall be subject to County's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

5.9. License Agreement. Concurrently with the Closing, County will execute and deliver to Seller a license agreement in the form of Exhibit J attached hereto granting the License to Seller.

6. Title Policy; Permitted Exceptions.

6.1. A condition precedent to County's obligation to purchase the Property shall be the willingness of the Title Company to issue to County at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to County, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in County, subject solely to the Permitted Exceptions (as defined in this Section 6.1), and containing endorsements and additional coverages as reasonably requested by County; provided, however, County may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in County (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of County. "**Permitted Exceptions**" shall mean collectively, (a) the lien of all non-delinquent general and special real property taxes and assessments, which will be prorated at the Closing pursuant to Section 4.1, and (b) any other title or survey conditions, defects, objections or matters that have been approved or deemed approved by County in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no obligation to eliminate or cure County's title objections or any other title exceptions other than Monetary Liens. The provisions of this Section 6.1 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed; provided, however, that the "**Permitted Exceptions**" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

7. Representations, Warranties, Covenants and Acknowledgments.

7.1. Seller Representations and Warranties. Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements are made as of the Effective Date and are remade as of the Closing Date, that:

7.1.1. Seller is a duly formed, duly organized and validly existing limited liability company and in good standing under the laws of its jurisdiction of formation, and is authorized to transact business in the State of California. Seller has the full power and authority to enter into, be bound by and comply with the terms of this Agreement and has obtained all necessary consents and approvals to enter into and consummate the transaction contemplated hereby. Upon execution and delivery of this Agreement on behalf of Seller, this Agreement shall constitute the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to equitable principles and principles governing creditors' rights generally.

7.1.2. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended.

7.1.3. To Seller's knowledge, neither the entering into this Agreement nor the consummation of this sale (a) constitutes a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction or decree issued against or imposed upon it, or (b) will result in a violation of any Applicable Laws.

7.1.4. No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.1.5. There are no legal actions, suits or similar proceedings pending and served, or, to Seller's knowledge, threatened in writing against Seller or the Property which could adversely affect the value of the Property or Seller's ability to consummate the transactions contemplated hereby. As of the Effective Date and as of the Closing Date, the Property is not subject to any outstanding decree, injunction, judgment, order, ruling, assessment or writ.

7.1.6. Seller has not (a) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceedings, to hold, administer and/or liquidate all or substantially all of its property, or (c) made an assignment for the benefit of creditors.

7.1.7. Seller is not entering into the transactions contemplated by this Agreement with the actual intent of hindering, delaying or defrauding any person or entity, including any present or future creditor. Seller is solvent, able to pay its own debts as and when they become due, and adequately capitalized to conduct its business and affairs as a going concern, and the transactions contemplated hereby will not render it insolvent. The consideration that Seller is receiving in connection with the transactions contemplated by this Agreement is reasonably equivalent to, or exceeds, the assets that Seller is transferring or otherwise disposing of in connection herewith.

7.1.8. Seller has not received any written notice of condemnation of any portion of the Property, or of any special assessment affecting the Property (other than as shown in the PTR), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

7.1.9. To Seller's knowledge, there are no (a) unpaid obligations that could give rise to a mechanics' materialmen's or other lien on the Property, (b) unsatisfied mechanics' or materialmen's or other lien rights concerning the Property, except as shown in the PTR, and (c) encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments or other matters affecting the Property, except as shown in the PTR.

7.1.10. To Seller's knowledge, Seller has not received any written notice of any current or pending litigation or condemnation proceeding affecting Seller or the Property.

7.1.11. To Seller's knowledge (a) the copies of all Leases and Contracts provided by Seller to County are true, correct and complete in all material respects and are the ones used by Seller in the ordinary course of its business, (b) Seller is not in breach of, or default under, any Leases or Contract, and (c) to Seller's knowledge, no Tenant is in breach of or default under any Lease and no counterparty to any Contract is in breach of or default under such Contract.

7.1.12. Seller is in compliance with all applicable anti-money laundering and anti-terrorist laws, regulations, rules, executive orders and government guidance, including the reporting, record keeping and compliance requirements of the BSA, as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, Title III of the Patriot Act, and other authorizing statutes, executive orders and regulations administered by OFAC, and related Securities and Exchange Commission, or other agency rules and regulations.

7.1.13. Except for this Agreement and the County Lease, Seller has not entered into any contracts (other than contracts that have terminated prior to the Effective Date), or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written), for the sale, assignment or transfer of all or any portion of the Property.

7.1.14. Other than the County Lease, there are no leases, licenses or other agreements for use or occupancy of any portion of the Property. As of Closing, no person or entity other than County is in or entitled to possession of the Property.

7.1.15. Seller has not received any written notice to the effect that, and Seller does not otherwise have knowledge that, the Property or the current use, occupation and condition thereof is not in compliance with Applicable Laws (other than violations which have been cured) or that there has been or may be an investigation of the Property by any governmental authority having jurisdiction over the Property. To Seller's knowledge, the conveyance of the Real Property to County will not violate any laws and will include all rights necessary to permit continued compliance by the Real Property with all Applicable Law. To Seller's knowledge, Seller has received no written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Property.

7.1.16. Seller has not received written notice of, and does not otherwise have knowledge of, (a) any violation of Environmental Laws concerning the Property (other than any violation disclosed in any Phase I or Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period), or (b) the presence or release of Hazardous Substances on or from the Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property (other than as disclosed in any Phase I or

Phase II environmental site assessment delivered by Seller to County during the Due Diligence Period). For purposes of this Agreement, the following terms and references shall have the indicated meanings:

“**Environmental Law**” means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, “**CERCLA**”), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term “**Environmental Law**” also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

“**Hazardous Substances**” shall mean and include any chemical, compound, material, fixture, waste or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity, including any petroleum, gasoline, motor oil, diesel fuel, other petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixture of natural gas and such synthetic gas). “Hazardous Substances” shall include, without limitation, any hazardous or toxic substance, material or waste or any chemical, compound or mixture which is (a) asbestos, (b) designated as a “hazardous substance” pursuant to Section 1317 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (c) defined as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.), (d) defined as “hazardous substances” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), or (e) 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); or in any and all amendments thereto in effect as of the Closing

Date; or such chemicals, compounds, mixtures, substances, materials or wastes otherwise regulated under any applicable local, state or federal Environmental Laws.

7.1.17. To Seller's actual knowledge, Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "**Order**") and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**").

7.1.18. Neither Seller, nor to Seller's actual knowledge, any beneficial owner of Seller (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**") or (b) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (c) is owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

7.1.19. By providing copies of the Due Diligence Materials to County, Seller has provided or made available to County all due diligence materials that materially affect the Property and that were in Seller's possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, it shall be deemed to refer to facts within the actual knowledge of David A. Parker, without duty of inquiry and without personal liability of any kind. Seller represents and warrants to County that the foregoing individual is the employee or representative of Seller most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by Seller's knowledge. If any representation or warranty of Seller that was true when made shall become untrue as of the Closing Date, County's sole remedy shall be to terminate this Agreement by written notice to Seller and Title Company; provided, however, if any representation of Seller herein becomes untrue in any material respect as a result of a default by Seller of an express provision of this Agreement, County shall have the remedies provided in Section 8.

7.2. County Representations and Warranties. County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements are made as of the Effective Date and are remade as of the Closing Date, that:

7.2.1. County is a body corporate and politic.

7.2.2. County has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for County to enter into and consummate the transaction described in this Agreement.

7.2.3. This Agreement, and all instruments referenced herein to be executed by County in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by County, and are, or at Closing will be, legal, valid and

binding obligations of County and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which County is a party or to which County is subject.

7.2.4. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to County's knowledge, constitute a default under any contract or agreement to which County is a party.

For purposes of this Agreement, whenever the phrase "to County's knowledge," or the "knowledge" of County or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of [REDACTED], without duty of inquiry. County represents and warrants to Seller that the foregoing individual is the employee or representative of County most knowledgeable with respect to the subject matter of the representations, warranties and other agreements herein that are qualified by County's knowledge.

7.3. Survival. The representations and warranties of each of Seller and County set forth in this Agreement shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Close of Escrow for a period of six (6) months (the "**Survival Period**").

8. Rights and Remedies Upon Default.

8.1 Seller's Remedies Upon Default of County. If the Closing does not occur because of a default under or breach of this Agreement on the part of County, Seller may terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages).

8.2 County's Remedies Upon Default of Seller. Seller shall not be deemed to be in default or breach of this Agreement unless Seller fails to perform when due a material covenant or agreement to be performed by Seller hereunder and Seller fails to cure such default or breach within five (5) days following receipt by Seller of written notice of such default or breach from County stating the nature of the alleged default or breach and Buyer's proposed cure. If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, County may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages); or (ii) pursue the remedy of specific performance of Seller's obligations to proceed to Closing under Section 5. Seller acknowledges the unique and special character of the Property and its utility to County and agrees that specific performance is an appropriate remedy for Seller's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the Property is not consummated because of Seller's default under or breach of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the remedy of specific performance is unavailable to County due to Seller's conveyance of the Property to a third-party prior to the termination of this Agreement, County shall have available all remedies at law or in equity against Seller.

8.3 Limitation of Liability. Notwithstanding any provision set forth in this Agreement to the contrary, in no event shall County's or Seller's liability for any breach of a representation or warranty of such Party exceed, in the aggregate, the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00). Each of County and Seller acknowledges and agrees that such limitation of liability is a material inducement to the other Party's willingness to enter into this Agreement. No claim for a breach of

any such representation or warranty shall be actionable or payable unless the non-defaulting Party delivers to the defaulting Party written notice and demand describing with specificity such breach within the Survival Period.

The provisions of this Section 8 shall survive termination of this Agreement.

9. Casualty or Condemnation.

9.1. Casualty or Condemnation. In the event that, after the Effective Date and prior to the Close of Escrow, a material portion of the Property (as hereinafter defined) is destroyed or damaged, or any portion of the Real Property is subject to a taking by a governmental authority, County shall have the right, exercisable by written notice to Seller within ten (10) Business Days after County's receipt of written notice of such damage or destruction, either (a) to terminate this Agreement and receive return of the Deposit, less one-half (1/2) of any Escrow termination charges, in which event any other funds or documents in Escrow shall be returned to the Party depositing the same and this Agreement shall terminate except for Surviving Obligations, or (ii) to accept the Property in its then condition and to proceed with the Closing. Unless County terminates this Agreement pursuant to its rights in the immediately-preceding sentence (or as otherwise provided in this Agreement), County shall be bound to purchase the Property for the full Purchase Price as required by the terms hereof, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation (or any issuance by a governmental authority with jurisdiction of a notice of intent to adopt a resolution of necessity to condemn) of any portion of the Property or the improvements thereon ("**Loss**"). In the event of any Loss after the Effective Date and prior to the Close of Escrow, County shall be entitled, at the Closing, to a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds or condemnation awards collected by Seller as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards. If the proceeds or awards have not been collected as of the Closing, then Seller's rights to claim and receive such proceeds or awards shall be assigned to County, except to the extent needed to reimburse Seller for sums expended prior to the Close of Escrow to repair or restore the Property or to collect any such proceeds or awards. For purposes of this Section 9.1, damage to the Property shall be deemed to involve a material portion thereof if the estimated cost of restoration or repair of such damage, as reasonably estimated by County and Seller shall exceed five percent (5%) of the Purchase Price.

9.2. Notwithstanding anything to the contrary in the foregoing, if, prior to the Closing any damage to the Real Property occurs as the result of a release of Hazardous Substances to, on, under or in the Property (by a party other than County or a County's Representative), County shall have the option to terminate this Agreement upon written notice to Seller given not later than twenty (20) Business Days after County's receipt of written notice thereof from Seller.

10. "As-Is" Purchase; Release. County will be purchasing the Property from Seller in its "as is" and "with all faults" condition. County represents to Seller that County will conduct prior to the expiration of the Due Diligence Period, such investigations of the Property as County deems necessary to satisfy itself as to the condition of the Property, and except as expressly otherwise provided in this Agreement, County will rely solely upon County's independent investigations and not upon any information provided by or on behalf of Seller or the Seller Related Parties (defined below) with respect thereto. Except as expressly set forth in Section 7.1 (above) or in any other documents provided by Seller in connection with the sale of the Property, Seller makes no representation or warranty with respect to (i) the quality, nature, adequacy, physical condition or other aspects of the Property, including, but not limited to, the structural elements, seismic aspects, foundation, roof, appurtenances, access, landscaping, parking facilities, the electrical, mechanical, HVAC, plumbing, sewage or utility systems, or the square footage of

the Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or permitted use of the Property or any other public or private restrictions on the use of the Property, (vi) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of hazardous materials on, under or about the Property or the adjoining or neighboring properties, (viii) the quality of any labor and materials used in any improvements on the Property, (ix) the condition of title to the Property, (x) any documents or agreements affecting the Property, (xi) the value or economics of the development, operation or income potential of the Property, or (xii) any other fact or condition, whether patent or latent, which may affect the Property. Notwithstanding anything to the contrary in this Section 10, the foregoing waiver, relinquishment and release shall not release Seller from (i) any terms of, or obligations under, this Agreement that expressly survive the Closing, or (ii) Seller's fraud or intentional misrepresentation.

Upon the Closing, County shall, except for the breach of Seller's express obligations under this Agreement, be conclusively deemed to have waived, relinquished and released Seller, the members, managers and officers of Seller, and their respective affiliates, predecessors, agents, representatives, heirs, successors and assigns (collectively, the "**Seller Related Parties**") from and against any and all claims, demands, causes of action (including causes of action in tort, but excepting causes of action for fraud), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of every kind or character, whether in contract, tort, or otherwise, whether known or unknown, which County might otherwise have asserted or alleged against Seller and/or any of the Seller Related Parties at any time by reason of or arising out of any aspect or condition of the Property, violations of any laws relating to the Property, any environmental conditions relating to the Property, and any other acts, omissions, events, circumstances or matters regarding the Property.

The foregoing release by County of all past, current and future claims, demands, causes of action, losses, damages, liabilities, costs and expenses specifically includes those which are unknown or unforeseen, and in such connection, County specifically waives application of California Civil Code section 1542, which states:

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

County's Initials _____

County agrees (on behalf of itself and its successors and assigns) never to commence, aid in any way, or prosecute against Seller or any of the Seller Related Parties any action or other proceeding for any of the matters waived and released in this Section 10. The provisions of this Section 10 shall survive the Closing and delivery of the Deed.

11. Binding Effect. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the Parties and their respective successors and permitted assigns.

12. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California.

13. Time of Essence. Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of County and Seller hereunder.

14. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature.

15. Waiver. Except as otherwise provided herein, the failure of Seller or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

16. Construction. Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

17. Headings. The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

18. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Broker. Upon the Closing, Seller shall pay real estate brokerage commissions to [] (“**Seller’s Broker**”) with respect to this transaction, in accordance with Seller’s separate agreement with Seller’s Broker (the “**Broker Agreement**”), and Seller hereby agrees to indemnify and hold County free and harmless from such commission obligations payable to Seller’s Broker. The Parties hereby warrant that they have dealt with no other real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder’s fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party against any claims, losses, liability and damages, including reasonable attorneys’ fees and costs, in connection with any commissions, finders’ fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. County shall receive from Seller or Seller’s Broker, within ten (10) days after the execution of this Agreement, an amount equal to fifty percent (50%) of all commissions due to Seller’s Broker as a result of the execution of this Agreement, as set forth in the Broker Agreement. This Section 19 shall survive the Closing.

20. Assignment. This Agreement shall not be assigned by County without the prior written consent of Seller. Notwithstanding the foregoing, County may assign this Agreement to an affiliate of County without Seller’s consent. Any permitted assignee shall succeed to all of County’s rights and remedies hereunder and no such assignment shall relieve County from its liability under this Agreement.

21. Merger. All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between Seller and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

22. General Rules of Interpretation. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word “includes or “including” means including without limitation, the word “or” is not exclusive and the words “herein,” “hereof,” “hereto” and hereunder refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

23. Date of Performance. If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

24. Third Parties. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

25. Acceptance of the Deed. The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of Seller and County, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This Section 24 shall survive the Closing.

26. Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or County may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, “**Notices**”) must be in writing and sent by (a) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if personally delivered or sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown on the sender’s registered mail or certified mail receipt. Rejection or other refusal to accept or the inability

to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. Seller or County may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this Section 25.

To County:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attn: Joyce Chang, Senior Manager

With a copy to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713
Attn: Real Property Division

To Seller: Chase Partners Ltd
6444 San Fernando Road, Suite 3944
Glendale, California 91221
Attention: David A. Parker
E-mail:chasepartners@yahoo.com;
dparkinvest@yahoo.com

With copies to: Eisner, LLP
433 N. Camden Drive, 4th floor
Beverly Hills, California 90210
Attention: Jason VanMeetren
E-mail: jvanmeetren@eisnerlaw.com

27. No Modification. This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought.

28. Rights of the Title Company. If there is any dispute as to whether the Title Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the “**Escrowed Property**”) or as to whom any Escrowed Property are to be delivered, the Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Title Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Title Company of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Escrowed Property shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Title Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles County, California and files an action of, interpleader, naming the Parties, the Title Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and County shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

29. Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from Seller with the implication, suggestion or statement that Seller's provision of the consideration may secure more favorable treatment for Seller in the award of this Agreement or that Seller's failure to provide such consideration may negatively affect the County's consideration of the Seller's offer to sell the Property. Seller shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Agreement. Seller shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Seller's submission being eliminated from consideration.

30. No Offer or Binding Contract. The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one Party to another is not intended by either Party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and County have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and County have caused this Agreement to be executed and delivered, as of the Effective Date.

“Seller”

CHASE GLENDALE SERVICES, LLC,
a California limited liability company

By: _____
Name: David A. Parker
Title: Authorized Signatory

“County”

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between [_____], as Seller, and the County of Los Angeles, as County, dated [_____], and relating to the property located at [_____] Los Angeles, StateCalifornia, as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated _____, 20__

By: _____
Its Duly Authorized Representative

Exhibit A

Legal Description of the Land

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

PARCEL 1:

LOT 49 OF RIVERDALE HEIGHTS, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 1, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 99 FEET THEREOF.

PARCEL 2:

LOT 51 AND THE NORTH 99 FEET OF LOT 49 OF RIVERDALE HEIGHTS, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 1, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

ALL THAT PORTION OF LOT 16 OF TRACT NO. 2802, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGE 79, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED BOUNDARY LINES, TO-WIT:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 16; THENCE SOUTH 0° 5' 30" EAST (THE BASIS OF BEARINGS FOR THIS DESCRIPTION) ALONG THE EASTERLY LINE OF SAID LOT 16 A DISTANCE OF 133.87 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 420 FEET SAID CURVE BEING TANGENT TO THE NORTHERLY LINE OF SAN FERNANDO ROAD (86 FEET WIDE) AND ALSO TANGENT TO THE NORTHEASTERLY LINE OF SAN FERNANDO ROAD (77 FEET WIDE) A RADIAL LINE FROM SAID POINT OF INTERSECTION TO THE CENTER OF SAID CURVE BEARING NORTH 7° 8' 56" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH AN ARC OF 7° 45' 0" A DISTANCE OF 50.99 FEET TO ITS INTERSECTION WITH A LINE DRAWN 2 FEET EASTERLY FROM (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE WESTERLY LINE OF SAID LOT 16; THENCE NORTH 0° 5' 30" WEST ALONG SAID PARALLEL LINE SO DRAWN 123.95 FEET TO THE NORTHERLY LINE OF LOT 16; THENCE NORTH 89° 47' EAST ALONG THE NORTHERLY LINE OF SAID LOT 16, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

ALSO THE EASTERLY 50 FEET OF LOT 12 OF TRACT NO. 2802, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28 PAGE 79, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5696-015-006 (PARCEL 1) AND APN: 5696-015-032 (PARCELS 2 AND 3)

Exhibit B

Contracts

Exhibit C

Form of Grant Deed

FREE RECORDING IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT CODE
SECTIONS 6103 AND 27383

WHEN RECORDED MAIL TO:

County of Los Angeles
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Joyce Chang, Senior Manager

Space above this line for Recorders use
ASSESSOR'S IDENTIFICATION NUMBER: [_____]

THE UNDERSIGNED GRANTOR DECLARES: DOCUMENTARY TRANSFER TAX IS \$0.00; CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; GOVERNMENTAL AGENCY ACQUIRING TITLE, R & T 11922.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [_____] ("**Grantor**"), does hereby grant to the COUNTY OF LOS ANGELES, a body politic and corporate ("**Grantee**"), all of Grantor's rights, title and interests to that certain real property located at [_____] in the City of [_____] County of Los Angeles, State of California, legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "**Property**"), together with all improvements thereon and appurtenances thereto.

[signature on next page]

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the ____ day
of _____, 20__.

“Grantor”

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

STATE OF CALIFORNIA)
) ss:

county of _____)

On _____, 20__ before me, _____
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

Exhibit A (to Grant Deed)

Legal Description of the Property

APN: _____

Exhibit D

Form of Bill of Sale

BILL OF SALE

THIS BILL OF SALE (this “**Bill of Sale**”) is made as of _____, by and between _____ (“**Seller**”), and County of Los Angeles, a body politic and corporate (“**County**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby quitclaim, remise, release, sell, and deliver to County, pursuant to that certain Agreement of Purchase and Sale dated as of _____, between Seller and County (the “**Agreement**”), all of Seller’s right, title and interest, if any, in and to all (collectively, the “**Personal Property**”) personal property, machinery, equipment, and fixtures (if any) located on and used in connection with the ownership and operation of, or otherwise relating to, the real property located in the City of [_____], County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto (the “**Real Property**”). The Personal Property is conveyed to County free and clear of all liens, claims, and encumbrances, and accepted by, County in its “AS IS” condition, with no warranties or representations, as further set forth in the Agreement. The Agreement is incorporated herein and by this reference made a part hereof.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.

Dated: _____

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit A (to Bill of Sale)

Legal Description of the Real Property

Exhibit E

Form of General Assignment

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is made as of this ___ day of _____, 202_, by and between [_____] (“**Assignor**”) and COUNTY OF LOS ANGELES, a body politic and corporate (“**Assignee**”).

RECITALS

A. Assignor and Assignee have entered into that certain Agreement of Purchase and Sale dated _____ (the “**Purchase Agreement**”), for the purchase and sale of certain real property more particularly described on Schedule 1 hereto (the “**Real Property**”); and

B. This Assignment is being made pursuant to the terms of the Purchase Agreement for the purpose of assigning to Assignee all of Assignor’s rights, title and interest in and to the Contracts (defined below) and the Intangible Personal Property (defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:

a. all leases (including any guaranties thereof), rental agreements, license agreements and other agreements for the occupancy of the Real Property, or other possessory interests by third parties thereon;

b. All service agreements, maintenance agreements, and other contracts listed on Schedule 2 attached hereto (the “**Contracts**”); and

c. any and all intangible property used and necessary in connection with the Real Property, including, without limitation, surveys, reports, plans and specifications, contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy (if any) that benefit the Real Property (collectively, the “**Intangible Property**”).

2. Assignee hereby assumes and agrees to perform (or cause to be performed) all of Assignor’s obligations under the Contracts.

3. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors-in-interest and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

5. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. In addition, it is

expressly understood and agreed by and between the parties hereto that any liability of Assignor hereunder shall be limited as set forth in the Purchase Agreement.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

[_____] ,
a [_____]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

COUNTY OF LOS ANGELES,
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

Schedule 1

Purchase Agreement

Schedule 2

Contracts

Exhibit F

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the United States Internal Revenue Code (the "Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity that has legal title to a U.S. real property interest under local law, and not the disregarded entity itself, is treated as the transferor of the property. [] ("Seller") is conveying certain U.S. real property rights to the County of Los Angeles, a body politic and corporate ("Transferee"). Seller is owned one hundred percent (100%), either directly or indirectly, by _____ ("Transferor"). To inform Transferee that withholding of tax will not be required upon the transfer of a U.S. real property interest to Transferee by Seller, Transferor hereby certifies to Transferee the following:

1. Seller is a disregarded entity and Transferor is not a disregarded entity (each as such term is defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations promulgated thereunder).
2. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as these terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
3. Transferor's United States employer identification number is: _____.
4. Transferor's office address is: _____.

[Signature page follows.]

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete.

Dated as of: _____, 20__

TRANSFEROR:

By: _____

Name: _____

Title: _____

Exhibit G

Form of Owner's Affidavit

Los Angeles County, California

Order/File No. _____

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body politic and corporate ("**County**"), except as set forth in that certain preliminary title report _____ (with an effective date of _____, 2018) (the "**Title Commitment**") and the purchase agreement with County.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Grant Deed pursuant to which County acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that _____ (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [_____], who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for a breach of this Affidavit shall survive, until any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit

for any loss or damage arising out of any actions taken by, or at the direction of County or any of County's affiliates, agents, invitees or licensees.

[Signature Page Immediately Follows]

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this ____ day of _____, 20__.

“Owner”:

[_____] ,
a [_____]

By: _____
Name: _____
Its: _____

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)

) ss:

county of _____)

On _____, 20__ before me, _____
(insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

Exhibit "A" (to Owner's Affidavit)

Legal Description of the Land

APN: _____

Exhibit H

Depiction of License Area

Exhibit I

Depiction of Adjacent Parcel After Completion of Lot Line Adjustment

Exhibit J

Form of License Agreement

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is effective as of [_____] (the “**Effective Date**”), by and between COUNTY OF LOS ANGELES, a body corporate and politic (“**Licensor**”), and CHASE GLENDALE SERVICES, LLC, a California limited liability company (“**Licensee**”). Each of Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Licensor is the owner of certain real property located at 4680 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California, which is improved with a free standing building with approximately 80,000 rentable square feet of office space and an adjacent parking structure (the “**Property**”).

B. Licensor has agreed to provide Licensee with a non-exclusive license (the “**License**”) to enter upon and access a certain portion of the Property, as more particularly described in Exhibit A and depicted in Exhibit B (the “**License Area**”), for the purposes set forth in this Agreement, pursuant to and in accordance with the terms and conditions set forth in this Agreement.

C. Licensee intends to acquire a parcel of land adjacent to the Property, located at 4690 San Fernando Road, in the City of Glendale, County of Los Angeles, State of California (the “**Adjacent Parcel**”) and, upon the acquisition of the Adjacent Parcel, to process a lot line adjustment through the City of Glendale in order to adjust the boundary of the Adjacent Parcel to include the License Area (the “**Lot Line Adjustment**”).

D. The Parties desire to enter into this Agreement for Licensee’s use of the License Area prior to the Lot Line Adjustment upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into this Agreement as if set forth in full herein and deemed a contractual part hereof, the mutual promises, covenants, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

1. GENERAL PROVISIONS.

1.1 Licensor hereby grants the License to Licensee. The License shall be used only by Licensee and its officers, directors, owners, trustees, agents, employees, contractors, subcontractors, suppliers, service providers, vendors, materialmen, and invitees (collectively, the “**Licensee Parties**”) solely for the purpose of vehicular parking on the License Area, and to do the following:

(a) Licensee shall use, and shall cause Licensee Parties to use, the License Area in compliance with all applicable federal, state and local laws, statutes, common law, codes, rules and regulations of any government authority have jurisdiction over the License Area or the parties hereto (collectively, “**Legal Requirements**”).

(b) Licensee shall keep and maintain the License Area in a safe, secure, clean, neat, sanitary, graffiti-free, and sightly condition and repair, commensurate with the conditions existing at the time this License is executed, pursuant to and in accordance with all Legal Requirements.

(c) Licensee shall hire security services and install security devices as shall be reasonably required for the safe and uninterrupted use of the Property.

1.2 Licensee covenants and agrees that it will not, and will use reasonable efforts to not allow any Licensee Party to, commit waste, loss or damage to the License Area.

2. TERM; TERMINATION

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall automatically and uncontestably terminate, and be of no further force or effect, on the earlier of (a) the date that is two (2) years after the Effective Date, and (b) the date of completion of the Lot Line Adjustment.

2.2 Termination.

Notwithstanding any provision of this Agreement to the contrary, in the event Licensee fails to perform in any material respect its obligations under this Agreement (each, a “**Default**”), then, if Licensee fails to cure such Default within ten (10) days after Licensor provides Licensee with written notice of such Default (or, if such Default cannot reasonably be cured within such ten (10) day period, such reasonable additional time as necessary to complete the cure, provided that Licensee continues to diligently pursue such cure to completion, but in any case not more than thirty (30) days), Licensor may elect, by written notice to Licensee, to terminate this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for any obligations that specifically state that they survive any termination of this Agreement. Notwithstanding the foregoing, in the event of a default by Licensee, Licensor may exercise any and all remedies available at law and in equity.

3. TAXES.

Licensee shall pay, prior to delinquency, all increases in lawful taxes, assessments, special assessments, fees, and/or charges that may, during the Term, be levied or assessed against the License Area arising as a result of Licensee’s use of the License Area during the Term.

4. INDEMNIFICATION.

Licensee shall indemnify, defend (with counsel reasonably acceptable to Licensor), protect, and hold harmless Licensor, and its Board, officers, agents, consultants, counsel, employees, volunteers, attorneys, agents, trustees, successors, and assigns (the “**Licensor Parties**”) from all losses arising from all claims, losses, demands, actions, liabilities, penalties, fines, judgments, liens, forfeitures, costs, expenses, damages, or collection costs, including reasonable fees of attorneys, consultants, and experts related thereto (collectively, “**Claims**”) arising from or related to: (a) any acts or omissions of Licensee or any Licensee Party that constitute (1) a material breach of any obligation of Licensee under this Agreement, or (2) negligence or willful misconduct by

Licensee, including Claims that accrue or are discovered before or after termination of this Agreement; (b) any dispute among the Licensee Parties; and (c) any entry upon or use of the License Area by any Licensee Party, including but not limited to damage to property or bodily injury or death of any person, personal injury, damage to the License Area, or statutory or regulatory violations arising therefrom or connected therewith, including any workers' compensation suits, liability, or expense, all except to the extent such Claims arise solely from the gross negligence or willful misconduct of Licensor.

5. INSURANCE.

Licensee shall, at its sole cost and expense, obtain and maintain in effect at all times during the Term, insurance required by Licensor, in the amount and coverages specified in and issued by insurance companies as described in Exhibit C. Licensee shall report to Licensor any accident or incident relating to Licensee's entry that involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or Licensor in writing within three (3) business days of occurrence.

6. ASSIGNMENT.

This License is personal to Licensee, and shall not be assigned by Licensee without the prior written consent of Licensor. In the event Licensee shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately terminate.

7. SEVERABILITY.

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. WAIVER.

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

9. NOTICES.

All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. Any notice required to be given under the terms of this Agreement or any law

applicable thereto may be addressed to the respective Party as follows (or such other address as a Party may hereafter designate for itself by notice to the other Party as required hereby):

To Licensor: County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Joyce Chang, Senior Manager

With a copy to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713
Attention: Real Property Division

To Licensee: Chase Glendale Services, LLC
[]
[]
[]
Attention: []

With a copy to: []
[]
[]
[]
Attention: []

10. ENTIRE AGREEMENT.

This License constitutes the entire agreement between the Parties relating to the subject matter of this Agreement, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the Parties hereto. The non-enforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid, or illegal.

11. AUTHORITY.

11.1 Licensee. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms.

11.2 Licensor. Each individual executing this Agreement on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensor, and that this Agreement is binding upon Licensor in accordance with its terms.

12. INTERPRETATION.

Each Party hereto acknowledges that all Parties hereto have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one Party than the other.

13. FURTHER ASSURANCES.

Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

14. COUNTERPARTS.

This Agreement may be executed 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. The delivery of a signed counterpart of this Agreement by facsimile or email, or electronic signature, shall have the same legal effect as delivery of an original signed counterpart by hand. This Agreement shall only be effective as a binding legal agreement among the parties after signed counterparts have been exchanged among the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

LICENSOR:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
CHIEF EXECUTIVE OFFICER

By: _____

Name: John T. Cooke

Title: Assistant Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON,
County Counsel

By: _____
Deputy County Counsel

LICENSEE:

CHASE GLENDALE SERVICES, LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the License Area

[to be inserted]

EXHIBIT B

Depiction of the License Area

[to be inserted]

EXHIBIT C

Insurance Requirements

[to be inserted]