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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

INTERIM CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

May 19, 2026

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:

**NOTICE OF INTENTION TO PURCHASE,
PURCHASE AGREEMENT,
ESTABLISH CAPITAL PROJECT,
APPROVE APPROPRIATION ADJUSTMENT FISCAL YEAR 2025-26
DEPARTMENT OF PUBLIC SOCIAL SERVICES
3833 SOUTH VERMONT AVENUE, LOS ANGELES, CA
(APN: 5037-018-055)
(SECOND DISTRICT) (4-VOTES)**

SUBJECT

Approval of the recommended actions would authorize the County of Los Angeles (County) to publish a Notice of Intention to Purchase (Notice of Intention), and after the notice period, if approved by your Board of Supervisors (Board), authorize the purchase from Exposition Park West Asset Leasing Corporation a California nonprofit public benefit corporation (Seller); real property located at 3833 South Vermont Avenue, Los Angeles, APN: 5037-018-055 (Property), establish a capital project; approve an appropriation adjustment; and consummate the proposed acquisition of the Property.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed publishing of the Notice of Intention, is not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.
2. Set June 9, 2026, as the date for a Board meeting to receive comment and consummate the proposed acquisition of the improved property located at 3833 South Vermont Avenue, Los Angeles.

3. Approve the Notice of Intention, in the form enclosed as Enclosure A, which provides notice of the date your Board will meet to receive comment and consummate the purchase of the Property for a purchase price of \$20,443,823, plus an amount up to \$1,000,077 in associated title and escrow costs, ancillary closing costs and the Seller's costs associated with this transaction, and \$100 as independent consideration, for a total amount not to exceed \$21,444,000, and identifies the Property and the Seller.
4. Instruct the Executive Office, Board of Supervisors, to publish the Notice of Intention to Purchase, in accordance with Government Code Section 6063, which will state the date following the publishing period that the Board will meet to consummate the purchase.

AT THE BOARD MEETING SET BY THE NOTICE OF INTENTION TO PURCHASE, FOLLOWING THE GOVERNMENT CODE SECTION 6063 PUBLISHING PERIOD, IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) and Section 15061(b)(3) (common sense exemption) and Appendix G of County's CEQA Reporting Procedures and Guidelines (Class 1(u) – any change in the method of conveyance of an existing facility) for the reasons stated in this Board letter and the record.
2. Approve and authorize the Interim Chief Executive Officer, or his designee, to execute the Purchase and Sale Agreement (Agreement), in substantially similar form to the Agreement enclosed as Enclosure B, and approved as to form by County Counsel, to purchase the Property on behalf of the County for \$20,443,823, including \$100 as independent consideration, plus an amount not to exceed \$1,000,077 for closing costs.
3. Authorize the Interim Chief Executive Officer, or his designee, to take all further actions necessary and appropriate to complete the transaction on behalf of the County, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the acquisition and acceptance of the deed conveying title to the Property to the County; and authorize the Interim Chief Executive Officer, or his designee, to execute any and all agreements, contracts, applications, and documents necessary for the County's occupancy and operation of the Property following acquisition, upon approval as to form by County Counsel.
4. Establish and approve the 3833 South Vermont Avenue Acquisition, Capital Project No. 7A011, enclosed as Enclosure C.
5. Approve the enclosed appropriation adjustment, Enclosure C, to use \$21,444,000 from the obligated fund balance Committed for the DPSS Building Purchase for the 3833 South Vermont Avenue Acquisition, Capital Project No. 7A011 to fully fund the purchase of the Property.
6. Authorize the Auditor-Controller to issue warrants as directed by the Chief Executive Office (CEO) for the purchase price, closing costs and any other related transactional costs.
7. Instruct the County's Assessor to place the Property under the complete ownership of the County and remove the Property from the tax roll effective upon the transfer of title to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to acquire the Property located at 3833 South Vermont Avenue in Los Angeles (APN 5037-018-055). The Property is approximately 82,679 square feet of land with an improved free-standing building of approximately 133,000 square feet of office space and an adjacent parking structure with approximately 525 parking spaces. The entire Property is currently leased by the Department of Public Social Services (DPSS).

The County entered into Lease No. 0646 (Lease) on February 9, 1999, which was amended on March 1, 2001. DPSS has leased the Property since August 1, 2001, with the Lease set to expire on July 31, 2031. The Lease includes an early option to purchase the Property on July 31, 2026, for a purchase price of \$20,443,823, which also requires the County to pay for all associated title and escrow costs, ancillary closing costs associated with this transaction, as well as the Seller's costs associated with its employees, agents, consultants, and attorneys retained by Seller and Trustee in connection with this transaction, as required per Article 21 (b)(i) and (vii) of the Lease. The existing Lease, which was negotiated in 2001, requires the County to pay the Seller's closing costs as part of exercising the early option to purchase. Because the Seller's closing costs will not be known until the closing and, in this case, the existing Lease requires the County to provide funds 30 days in advance of closing, the CEO is requesting authority to pay a not to exceed amount of \$1,000,077 for the Seller's closing costs to ensure there are sufficient funds at closing. Any amounts not spent, will be returned to the County.

For over 25 years, the facility has functioned as a multi-service building providing DPSS' applicants with services for various programs offered by DPSS. The programs include a Customer Service Center VI, an Appeals and State Hearings board, Greater Avenue for Independence, In-Home Supportive Services, and a K-Step Montessori Child Care Center. The need for these services is expected to continue well into the future.

The Property is currently occupied by a combined total of 702 DPSS staff, contractors, and security personnel. The parking structure provides 525 parking spaces, with free street parking also available. The Property continues to meet DPSS' space and parking needs and is ideally located in a geographically appropriate area.

Based upon the County's independent appraisal, the estimated market value of the Property is \$33,500,000, or \$251.60 per rentable square foot. The County will be acquiring the Property for \$20,443,823, or \$153.54 per rentable square foot, well below its current market value. Acquiring the Property at this time would save DPSS approximately \$12,870,000 in Lease costs for the remaining balance of the Lease term from August 1, 2026, through July 31, 2031, plus an additional \$390,000 in renewal and replacement fund contributions as required per the Lease for a total savings of \$13,260,000. Even with the obligation of the County to pay the Seller's costs associated with its employees, agents, consultants, and attorneys retained by the Seller as well as Trustee costs, this proposed purchase still represents a significant savings as compared to the market value of this asset.

DPSS has elected to exercise the option to purchase the Property so that it may continue providing essential services to the public in the surrounding area and nearby communities, and the need for these services is expected to continue well into the future.

The proposed purchase of 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.

Completing the transaction represents the final step in securing the Property at a below- market purchase price. The County has completed all the necessary due diligence and is now returning to your Board to request authority to proceed with the purchase of the Property and to confirm compliance with CEQA.

Implementation of Strategic Plan Goals

The recommended actions support North Star 3 – Realize Tomorrow's Government Today by strengthening our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility. The actions also support Focus Area Goal G-Internal Controls and Processes, Strategy ii.-Manage and Maximize County Assets.

The proposed purchase supports the above goals and objectives by continuing the County's use of an existing operational facility that provides necessary community support and social services. Furthermore, the purchase 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

The total proposed acquisition price for the Property is \$21,444,000, which includes the \$20,443,823 purchase price, independent consideration of \$100, and \$1,000,077 to cover all escrow costs and related charges incurred by the Seller and the Trustee, including the costs associated with its employees, agents, consultants, and attorneys retained by the Seller in connection with this transaction, as required under the Lease.

Once acquired, the projected annual operating expenses for the Property would be \$5,265,988, which include building and equipment maintenance, repairs, janitorial, security, management costs, and landscaping.

Approval of the enclosed appropriation adjustment will use \$21,444,000 from the obligated fund balance Committed for the DPSS Building Purchase for the 3833 South Vermont Avenue Acquisition project, Capital Project No. 7A011, to fund the proposed purchase, associated escrow costs, and related charges incurred by the Seller and the Trustee, including the Seller's costs associated with its employees, agents, consultants, and attorneys retained by the Seller and Trustee in connection with this transaction and independent consideration for the Property as previously mentioned.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 25353 of the California Government Code authorizes your Board to purchase real property necessary for use of the County for buildings or for other public purposes. Pursuant to Government Code Sections 6063 and 25350, a Notice of Intention will be published for the intended action to purchase real property, and a Board meeting will be held on June 9, 2026, or thereafter following the three-week publishing period to receive comments prior to consummating the proposed acquisition.

Additionally, as required by Government Code Section 65402, notice of the proposed acquisition was submitted to the City of Los Angeles on August 5, 2025.

The County's consultants completed all the environmental assessments, surveys, studies, reports, and materials that have been ordered for the Property to ensure that the Property meets all the requirements for acquisition in accordance with the County's real estate acquisition policy (Due Diligence). The Department of Public Works has reviewed and signed off on the Due Diligence.

County Counsel and outside counsel will review the final Agreement, and the transfer deed related to the proposed acquisition and approved them as to form. County Counsel and outside counsel will also review all associated debt instruments, real estate documents, and encumbrances on title.

ENVIRONMENTAL DOCUMENTATION

The publication of a Notice of Intent is not a project subject to California Environmental Quality Act (CEQA) because it is not included in the definition of a project pursuant to section 21065 of the Public Resources Code (PRC), and pursuant to CEQA Guidelines Section 15378(b)(5), as the action is organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. In the alternative, pursuant to CEQA Guidelines Section 15061(b)(3), the proposed action does 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.

The proposed acquisition and operation of the Property for the uses included herein are exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Class 1 – Existing Facilities) and Section 15061(b)(3) (common sense exemption) and Appendix G of County's CEQA Reporting Procedures and Guidelines (Class 1(u) – any change in the method of conveyance of an existing facility). The intent of the County is to acquire the Property to use as it is currently being used, for government purposes. The proposed acquisition and County's occupancy involve negligible or no expansion of use. Furthermore, it can be seen with certainty that there is no possibility that the County's proposed acquisition and occupancy of the Property will have a significant effect on the environment.

Upon your Board's approval of the recommended actions, the CEO will file a Notice of Exemption 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 21152, and will post the Notice to the County's website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed acquisition of the Property will allow the County to continue providing services to the community ensuring operations for DPSS' clients will remain in the same vital location.

The Honorable Board of Supervisors

5/19/2026

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Respectfully submitted,



Joseph M. Nicchitta

Interim Chief Executive Officer

JMN:JG:JTC

JLC:HD:MGR:DC:ls

Enclosures

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

**NOTICE OF INTENTION
TO PURCHASE PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California, through delegated authority to its Acting Chief Executive Officer, or his designee, to purchase real property from Exposition Park West Asset Leasing Corporation ("Seller") located at 3833 S Vermont Avenue, Los Angeles, State of California as further described in the legal description attached hereto as Exhibit "A" (collectively the "Property") for the purchase price of Twenty Million, Four Hundred and Forty Three Thousand and Eight Hundred Twenty Three Dollars (\$20,443,823).


This matter will be considered by the Board of Supervisors of the County of Los Angeles on June 9, 2026, at 9:30 AM, in the Hearing Room of the Board, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California. The meetings of the Board are accessible live online at <https://bos.lacounty.gov/board-meeting-agendas/live-broadcast/>.

For more information, or copies of the maps showing the location of the Property to be acquired, please contact Douglas Cole at (213) 974-5950 or dcole@ceo.lacounty.gov.

Si no entiende esta Noticia, o necesita mas informacion por favor llame al numero (213) 974-4208.



EDWARD YEN, Executive Officer
Board of Supervisors, County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
Amy J. Cooper
Deputy County Counsel

Exhibit A

Legal Description of the Land

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

PARCEL A:

LOTS 40, 41, 42, 43 AND 49 OF THE MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE(S) 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 49, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEEDS RECORDED IN BOOK 3568 PAGE 253, AND IN BOOK 4441 PAGE 121, BOTH OF DEEDS.

ALSO EXCEPT FROM LOT 40, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253, OF DEEDS. ALSO EXCEPT FROM LOTS 40 AND 41 OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR THE PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AS RESERVED IN THE DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-1040333, OFFICIAL RECORDS.

PARCEL B:

LOT 50 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL C:

LOTS 57 AND 58 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16

OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL D:

LOT 59 OF THE MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT NOW INCLUDED WITH THE LIMITS OF VERMONT AVENUE AS CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL E:

LOT 44 OF MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 5037-018-055

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is effective as of June ___, 2026 (the “**Effective Date**”), by and between EXPOSITION PARK WEST ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (“**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 3833 South Vermont Avenue and 1026 West 38th Street, in the City of Los Angeles, County of Los Angeles, State of California, consisting of approximately 1.90 acres of land, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller and County are parties to that certain Lease Agreement dated February 9, 1999 (the “**Original Lease**”), as amended by that certain First Amendment to Lease Agreement dated March 1, 2001 (the “**Amendment**” and together with the Original Lease, 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 21(b) of the County Lease provides County with an option to purchase the Premises, as more particularly set forth in the County Lease (the “**Option to Purchase**”).

D. On October 29, 2025, County delivered written notice of its intent to purchase the Premises to Seller.

E. 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.

F. 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, subject only to the Permitted Exceptions (as defined in Section 6 below), together with all of Seller's right, title and interest, if any, 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 of Seller's right, title and interest in personal property, equipment, supplies and fixtures, if any, 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, but excluding therefrom all personal property, equipment, supplies and fixtures owned by Seller and used in connection with its management operations at 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, (b) such Contracts are assignable without consent or cost and (c) such Contracts remain in effect subsequent to the Closing (Seller shall terminate effective prior to the Closing any Contracts not being assigned to County at the Closing 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, as listed on Exhibit C (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 of Seller's right, title and interest in any intangible property used and necessary in connection with the Real Property to the extent assignable, including, without limitation, all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, all surveys, reports, plans, specifications,

drawings, appraisals, reports and studies, and all applications, plans, drawings, designs, and signs (collectively, the “**Intangible Property**”).

2. Purchase Price; Independent Consideration.

2.1 Purchase Price. The purchase price for the Property is \$20,443,820 (the “**Purchase Price**”).

2.1.1 Independent Consideration. The sum of one hundred dollars (\$100.00) (the “**Independent Consideration**”) which the Parties hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, and is nonrefundable in all events.

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, County shall, no later than July 1, 2026, 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**”) and the Seller’s Costs and Charges (as defined in Section 5.4).

3. Condition of Property.

3.1 Due Diligence.

3.1.1 Materials. Seller has provided and/or made available to County copies of the following materials relating to the Property to the extent that such materials were readily available and otherwise in Seller’s possession and/or control (the “**Due Diligence Materials**”):

3.1.1.1 any existing plans for or surveys of the Land;

3.1.1.2 any soils reports, reports pertaining to Hazardous Substances (as defined in Section 7.1) or other environmental conditions (including, without limitation, any existing “Phase I” or “Phase II” environmental report prepared for the Land), 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 Property;

3.1.1.3 all easements, regardless of purpose or use, whether recorded or unrecorded, associated with the Property, or any development approvals thereto;

3.1.1.4 all architectural and civil or structural engineering documents that relate directly to the Property, all environmental development approvals, and governmental approvals, including but not limited to, as built plans and specifications for the Improvements, copies of all permits, licenses, entitlements and certificates of occupancy for the Property, tentative maps, final maps, and California Department of Real Estate approvals;

3.1.1.5 all Contracts, and any amendments and modifications thereto;

3.1.1.6 all Leases, and any amendments and modifications thereto, and a rent roll for the Real Property prepared as of the Effective Date;

3.1.1.7 all tests, records, studies, reports, jurisdictional correspondence, or other documents relating to the physical aspects of the Property; and

3.1.1.8 all presently effective warranties or guaranties from any contractors, subcontractors, suppliers, manufacturers, servicemen or materialmen in connection with any of the Personal Property or any construction, renovation, repairs or alterations of the Improvements or any tenant improvements.

County acknowledges that the Due Diligence Materials have been provided as-is and Seller makes no representation or warranty as to the accuracy or completeness of the information contained in the documents. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in Due Diligence Materials prepared by unaffiliated third parties, or for omissions by such third parties from such Due Diligence Materials, or in any other written or oral communications transmitted or made available to County. County acknowledges that any reliance on the documents is at County's sole risk, cost and expense and shall not give County any cause of action against Seller. All Due Diligence Materials are provided for informational purposes and as an accommodation only and shall be returned by County to Seller (or the destruction thereof shall be confirmed in writing by County to Seller) if this Agreement is terminated for any reason. Notwithstanding the foregoing, if, after the Effective Date, but prior to the Closing, any new, modified or supplemented Due Diligence Materials shall come into Seller's possession or control, then, within three (3) Business Days thereafter, Seller shall make such new, modified or supplemented Due Diligence Materials available to County.

3.1.2 Inspections. County has inspected and evaluated the Property, including, without limitation, making such reasonable tests and investigations as County deemed necessary with respect to the Property ("**County's Inspections**").

3.2 Assumed Contracts. Other than the Contracts that County has elected to assume, Seller shall terminate all other Contracts effective as of the Closing.

3.3 Assumed Leases. County agrees to accept the Property at the Closing subject to the continuing possession of the Real Property by tenants under Leases in effect as of the Closing Date (collectively, "**Tenants**"). Seller shall not amend, modify or terminate any Lease or enter into any new Lease, at any time prior to the Closing, without County's prior written consent, which consent may be granted or withheld in County's sole and absolute discretion.

4. Prorations and Apportionments.

4.1 Taxes, Assessments, and Bonds. 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).

4.2 Revenues and Expenses.

4.2.1 Subject to Sections 4.3, 4.4, and 4.5, 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. Expenses to be prorated shall include payments under Leases, 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. 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.

4.2.2 Seller has provided to the Title Company a statement of Actual Operating Costs (as defined in the County Lease) for the Premises for the Base Years of 2024-2025 and 2025-2026, which statement has been prepared, signed, and certified to be correct by a duly authorized representative of Seller and approved by County. If the Actual Operating Costs are in excess of the Estimated Operating Costs paid by County as a component of Additional Rent, County shall pay the amount of the difference between the Estimated Operating Costs and the Actual Operating Costs. If the Actual Operating Costs are less than the Estimated Operating Costs paid by County as a component of Additional Rent, County shall receive a credit in the amount of any such excess.

4.2.3 An estimated settlement statement reflecting all credits, prorations, apportionments, and adjustments contemplated hereunder (the “**Estimated Statement**”) shall be prepared and delivered by the Title Company to County and Seller by not later than two (2) Business Days after the Effective Date. Each of County and Seller shall use diligent efforts to deliver to Title Company any corrections, revisions, and/or adjustments to the Estimate Statement by not later than two (2) Business Days after receiving the Estimated Statement. Title Company shall promptly (and not later than one (1) Business Day after receiving the Parties’ corrections, revisions, and/or adjustments) return to each of County and Seller the updated Estimated Statement reflecting the Parties’ corrections, revisions, and/or adjustments (the “**Closing Statement**”). Seller shall deliver to County the Closing Statement, executed by Seller, by not later than June 18, 2026.

4.2.4 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.

4.3 Rents. Rents payable under the Leases, and any other revenues received with respect to the Property, shall be prorated as of the Proration Time and based on the actual number of days in the month in which the Closing occurs. County shall receive a credit on the Closing Statement (as defined in Section 5.2.7) for all rent payable under the Leases, and other Property revenue, for the month in which the Closing Date occurs and received by Seller to the extent attributable to any period following the Closing. No proration will be made with respect to any delinquent rents of any kind receivable from the Leases, or other Property revenues, for any period before Closing. All amounts collected by County subsequent to Closing relating to delinquent rents (or other Property revenues) will be promptly remitted to Seller; provided, however, all rents (or other Property revenues) received by County after Closing will be applied first to the rental (or other revenue) period in which the Closing occurred, second to any current rental (or other revenue) period following the Closing and third to satisfy delinquent rental (or other revenue) obligations for any period before Closing not prorated at Closing. Seller will retain all ownership rights relating to any such delinquent rents or other Property revenues attributable to the period prior to Closing; if County has not collected the same within thirty (30) calendar days from the Closing, then Seller may take such action as it deems necessary to collect such delinquent rents (or other Property revenues), including the commencement of an action against the tenants under the Leases or any other person liable for such delinquent rents or revenues, but not including any action for unlawful detainer or other action seeking to terminate such tenant's lease or occupancy of its premises or seeking to terminate any other Contract assigned to County at Closing.

4.4 Security Deposits. County shall be credited and Seller shall be charged with the balance of any security deposits then held by Seller under the Leases. In the event that Seller holds any letters of credit as a tenant security deposit, then prior to the Closing Seller shall (i) execute and deliver to Title Company such assignment and/or transfer documents as may be called for under such letters of credit for the transfer of such letters of credit to County, and (ii) at County's option, either deliver into Escrow or deliver to County, upon confirmation of the Closing, the originals of such letters of credit. County and Seller shall each be responsible for fifty percent (50%) of the amount of the transfer fee required under such letters of credit.

4.5 Renewal and Replacement Fund. County shall be credited, and Seller shall be charged with the entire balance of the Renewal and Replacement Fund (as defined in Section 5(b) of the County Lease), which shall be transferred to County.

4.6 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.

4.7 All prorations, unless otherwise provided herein, shall be on a cash 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.

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

4.9 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. Within three (3) Business Days after the Effective Date, County and Seller shall deposit one (1) fully executed original Agreement into escrow (the “**Escrow**”) with Chicago Title Company, whose contact information is 601 S. Figueroa St., Suite 2150, Los Angeles, CA 90017, Attn: Jordan Curiel, Title Officer, Tel: (213) 488-4317, Email: Ted.Tan@ctt.com (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 date (the “**Closing Date**”) on which the grant deed in the form of Exhibit D attached hereto (the “**Deed**”), conveying the Real Property to County, is recorded in the Official Records of Los Angeles County, California. The Closing Date shall occur on July 31, 2026, or such earlier date as County and Seller shall approve. Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing shall be deposited by County into Escrow not later than July 1, 2026.

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 E attached hereto (the “**Bill of Sale**”), duly executed by Seller;

5.2.3 An assignment and assumption in the form of Exhibit F attached hereto (“**General Assignment**”), executed by Seller;

5.2.4 A Certificate of Non-Foreign Status in the form of Exhibit G 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 final closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the “**Final Closing Statement**”), executed by Seller;

5.2.8 Such evidence of Seller’s authority, the owner’s affidavit substantially in the form of Exhibit H attached hereto and other documents reasonably required by the Title Company, including any deed reconveyances and other documentation required to remove or evidencing removal of the following: (a) delinquent tax liens for the Property, (b) mechanics’ liens attributable to work not contracted for by County, mortgages, deeds of trust, financing statements, judgment liens, and other monetary encumbrances recorded against the Property and all other encumbrances and claims to fee title or leasehold or other possessory interests in the Property, other than those arising from County’s Inspections; and

5.2.9 Any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated by this Agreement.

5.3 County’s Closing Deliveries. At or before Closing (as required pursuant to this Agreement), 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 and the Seller’s Costs and Charges;

5.3.2 County’s share of any prorations and expenses as provided in

Section 4;

5.3.3 The General Assignment, executed by County;

5.3.4 The Final Closing Statement, executed by County;

5.3.5 Such evidence of County’s authority and other documents reasonably required by the Title Company;

5.3.6 A Certificate of Acceptance (“**Certificate of Acceptance**”), executed by County; and

5.3.7 Any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated by this Agreement.

5.4 Closing Expenses. At Closing, Seller shall satisfy and discharge the liens identified as exceptions 3, 5, 6, 31, 32 and 33 on Schedule B of the Preliminary Title Report No. FBSC2603544, dated March 5, 2026 issued by the Title Company (the “**Seller Liens**”). At Closing, County shall pay all costs and charges required to be paid by County pursuant to Section 21(b)(vii) of the County Lease (collectively, the “**Seller’s Costs and Charges**”). Each of Seller’s and County’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 (provided, however, Section 5.5.5 is a nonwaivable County Condition Precedent), 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. County acknowledges that Seller does not guarantee the satisfaction of the County Conditions Precedent set forth in Section 5.5.4 and 5.5.5 and that the failure to satisfy such conditions (for any reason other than Seller's failure to comply with any obligation under this Agreement) shall not be deemed to be a default hereunder but rather, same shall merely be a failure of a condition to Closing, in which event County's sole remedy shall be to terminate this Agreement, and thereafter neither party shall have any further rights or liabilities against or to the other except for the Surviving Obligations. "**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, the Seller's Costs and Charges 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 Final 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 Final Closing Statement), including the payment of the Purchase Price, the Seller's Costs and Charges 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 Final Closing Statement, including the entire balance of the Renewal and Replacement Fund, 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 Final 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 Final 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 employees, agents, consultants, contractors or vendors employed or engaged by Seller to take, any action that would materially and adversely 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.

6. Title Policy; Permitted Exceptions. As of the Effective Date, County has received and approved the Pro Forma Title Policy issued by the Title Company, describing the Real Property, a copy of which is attached as Exhibit I (the "**Pro Forma Title Policy**"). 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, an owner's policy of title insurance in the form of the Pro Forma Title Policy (the "**Title Policy**"), subject only to the following (the "**Permitted Exceptions**"): (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, (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, (c) any laws, rules, regulations, statutes, ordinances, orders, other legal requirements affecting the Property, including, without limitation, those relating to zoning and land use, and (d) any title or survey conditions, defects, objections or matters arising by reason of the acts or omissions of the County or County's agents, consultants, contractors and subcontractors (the "**County's Representatives**"); provided, however, that the "**Permitted Exceptions**" shall in no event include any Seller Liens. Notwithstanding anything in this Agreement to the contrary, the Title Company's failure or refusal to issue endorsements to the Title Policy shall not be deemed to be a failure of the condition precedent to County's obligation to purchase the Property if the Title Company requires delivery of a survey, zoning report or zoning letter as a prerequisite for issuance of such endorsements and County shall have failed to provide

such item(s) to the Title Company. The provisions of this Section 6 shall survive termination of this Agreement or the Closing and delivery and recording of the Deed.

7. Representations, Warranties, Covenants and Acknowledgments.

7.1 Seller Representations and Warranties. Seller warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Closing for a period of twelve (12) months (the “Survival Period”), that:

7.1.1 Seller is a duly formed, duly organized and validly existing California nonprofit public benefit corporation and in good standing under the laws of the State of California, 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 actual 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 or that will not be obtained as of the Closing) 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 actual 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 Pro Forma Title Policy), and, to the knowledge of Seller, no such condemnation or special assessment, has been threatened or proposed.

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

7.1.10 To Seller's actual knowledge (a) the copies of the 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) 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.

7.1.11 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.

7.1.12 Except for this Agreement, 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 to a party other than the County.

7.1.13 Other than the Leases, there are no leases, licenses or other agreements for use or occupancy of any portion of the Property that will be in force after the Closing. As of Closing, no person or entity other than County is in or entitled to possession of the Property, except for Tenants pursuant to the terms of their Leases. As of the Closing, there shall be no commissions or tenant improvement cost obligations for which County is responsible. No person or entity other than Seller and the Tenants under Leases is in or entitled to possession of the Real Property or any improvements thereon.

7.1.14 Seller has not received any written notice to the effect 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 actual 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.

7.1.15 Except as may be set forth in the Due Diligence Materials or otherwise disclosed to County, Seller has not received written notice 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), 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). 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.

7.1.16 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”**).

7.1.17 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.

7.1.18 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 current 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 actual 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 Shelby Jordan II, without duty of inquiry. 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. The representations and warranties of Seller set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Closing for a period of twelve (12) months; provided, however, if any representation and 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 and receive from Title Company and/or Seller, within three (3) Business Days following delivery of County’s termination notice. Notwithstanding the foregoing, if any representation of Seller provided 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.

THE ENTIRE AGREEMENT BETWEEN THE SELLER AND COUNTY WITH RESPECT TO THE PURCHASE AND SALE OF THE PROPERTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DOCUMENTS TO BE DELIVERED AT CLOSING. THE PARTIES ARE NOT BOUND BY ANY AGREEMENTS, UNDERSTANDINGS, PROVISIONS, CONDITIONS, REPRESENTATIONS OR WARRANTIES (WHETHER WRITTEN OR ORAL AND WHETHER MADE BY SELLER OR ANY AGENT, EMPLOYEE, MEMBER, OFFICER OR PRINCIPAL OF SELLER OR ANY OTHER PARTY) IN CONNECTION WITH THE PURCHASE AND SALE OF THE PROPERTY OTHER THAN AS ARE EXPRESSLY SET FORTH AND STIPULATED IN THIS AGREEMENT AND IN THE DOCUMENTS DELIVERED AT CLOSING. WITHOUT IN ANY MANNER LIMITING THE GENERALITY OF THE FOREGOING, COUNTY ACKNOWLEDGES THAT IT AND ITS REPRESENTATIVES HAVE, AS OF THE EFFECTIVE DATE, FULLY INSPECTED THE PROPERTY, THE LEASES, THE CONTRACTS, ARE OR WILL BE FULLY FAMILIAR WITH THE FINANCIAL AND PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION THEREOF, AND THAT THE PROPERTY AND CONTRACTS HAVE BEEN PURCHASED BY COUNTY IN AN “AS IS” AND “WHERE IS” CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT) AS A RESULT OF SUCH INSPECTIONS AND INVESTIGATIONS AND NOT IN RELIANCE ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF LIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER OR ANY AGENT, EMPLOYEE, MEMBER, OFFICER OR PRINCIPAL OF SELLER OR ANY OTHER PARTY AS TO THE FINANCIAL OR PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION OF THE PROPERTY OR THE AREAS SURROUNDING THE PROPERTY, OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL,

STATE OR LOCAL LAWS, AS TO THE INCOME OR EXPENSE IN CONNECTION THEREWITH, OR AS TO ANY OTHER MATTER IN CONNECTION THEREWITH. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN AND IN THE DOCUMENTS EXECUTED AND DELIVERED BY SELLER AT CLOSING, COUNTY ACKNOWLEDGES THAT NEITHER SELLER, NOR ANY AGENT, MEMBER, OFFICER, EMPLOYEE OR PRINCIPAL OF SELLER NOR ANY OTHER PARTY ACTING ON BEHALF OF SELLER HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENT, CONDITION, REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED. THIS PARAGRAPH SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED AND SHALL BE DEEMED INCORPORATED BY REFERENCE AND MADE A PART OF ALL DOCUMENTS DELIVERED BY SELLER TO COUNTY IN CONNECTION WITH THE SALE OF THE PROPERTY.

7.2 County Representations and Warranties. County warrants, represents, covenants and agrees, which warranties, representations, covenants and agreements shall survive the Closing for a period of two (2) years, 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, as of the Effective Date, 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 John T. Cooke, Assistant Chief Executive Officer, 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. The representations and warranties of County set forth in this Agreement are made as of the Effective Date and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments delivered at the Closing Date, and shall survive the Closing for 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. 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 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 Closing, 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, 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 (b) 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 and to pay the Seller's Costs and Charges 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 Closing, 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 pursuing and 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 Closing to repair or restore the Property or to pursue or 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Broker. Each of the Parties hereby warrant that they have dealt with no 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. This Section 18 shall survive the Closing.

19. 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.

20. Merger. This Agreement constitutes the entire agreement between the Parties with respect to the purchase and sale transaction contemplated hereby and supersedes all prior statements, understandings, letters of intent and/or agreements between the Parties, oral or written, as to the subject matter hereof. In the event of any conflict between this Agreement and the County Lease as to County's purchase of the Property, this Agreement shall prevail. Notwithstanding the foregoing, or any other provision contained in this Agreement to the contrary, in the event the purchase and sale transaction contemplated by this Agreement is not consummated in accordance with the terms hereof, nothing contained in this Agreement shall be deemed to terminate and/or nullify any future Option to Purchase provided by Seller to County pursuant to Section 21(b) of the County Lease and County expressly reserves its rights to purchase the Premises in accordance with Section 21(b) of the County Lease.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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
555 West Fifth Street, 36th Floor
Los Angeles, CA 90013
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 Seller: Exposition Park West Asset Leasing Corporation
3833 South Vermont Ave. Suite 100
Los Angeles, CA 90037
Attention: Shelby Jordan II

With copies to: Kutak Rock LLP
777 South Figueroa Street, Suite 4550
Los Angeles, California 90017
Attention: Sam Balisy

26. No Modification. 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.

27. 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 27 shall survive the Closing or termination of this Agreement.

28. 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) 5446861. Failure to report such solicitation may result in the Seller's submission being eliminated from consideration.


29. 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”

EXPOSITION PARK WEST ASSET LEASING CORPORATION,
a California nonprofit public benefit corporation

By:  _____
Name: Shelby Jordan II
Title: President / CEO

By: _____
Name: _____
Title: _____

“County”

COUNTY OF LOS ANGELES,
a body politic and corporate

JOSEPH M. NICCHITTA

Interim Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer


ATTEST:

DEAN C. LOGAN
Register-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Amy J. Cooper
Deputy County Counsel

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 dated June ____, 2026 between Exposition Park West Asset Leasing Corporation , as Seller, and the County of Los Angeles, as County, and relating to the property located at 3833 South Vermont Avenue and 1026 West 38th Street, Los Angeles, California, 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 LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 40, 41, 42, 43 AND 49 OF THE MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 49, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEEDS RECORDED IN BOOK 3568 PAGE 253, AND IN BOOK 4441 PAGE 121, BOTH OF DEEDS. ALSO EXCEPT FROM LOT 40, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253, OF DEEDS.

ALSO EXCEPT FROM LOTS 40 AND 41 OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR THE PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AS RESERVED IN THE DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-1040333, OFFICIAL RECORDS.

PARCEL B:

LOT 50 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL C:

LOTS 57 AND 58 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL D:

LOT 59 OF THE MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT NOW INCLUDED WITH THE LIMITS OF VERMONT AVENUE AS CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL E:

LOT 44 OF MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit B

Contracts

N/A

Exhibit C

Leases

N/A

Exhibit D

Form of Grant Deed

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
555 West Fifth Street, 36th Floor
Los Angeles, CA 90013
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, EXPOSITION PARK WEST ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (“**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 3833 South Vermont Avenue and 1026 West 38th Street, in the City of Los Angeles, 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”

Exposition Park West Asset Leasing Corporation,
a California nonprofit public benefit corporation

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

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

PARCEL A:

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ALSO EXCEPT FROM LOTS 40 AND 41 OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR THE PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AS RESERVED IN THE DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-1040333, OFFICIAL RECORDS.

PARCEL B:

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EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL C:

LOTS 57 AND 58 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL D:

LOT 59 OF THE MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT NOW INCLUDED WITH THE LIMITS OF VERMONT AVENUE AS CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL E:

LOT 44 OF MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit E

Form of Bill of Sale

BILL OF SALE

THIS BILL OF SALE (this “**Bill of Sale**”) is made as of _____, by and between Exposition Park West Asset Leasing Corporation, a California nonprofit public benefit corporation (“**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 June _____, 2026, 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 Los Angeles, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto, but excluding therefrom all personal property, equipment, supplies and fixtures owned by Seller and used in connection with its management operations at 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: _____

Exposition Park West Asset Leasing
Corporation,
a California nonprofit public benefit
corporation

By: _____

Name: _____

Title: _____

Exhibit A (to Bill of Sale)

Legal Description of the Real Property

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

PARCEL A:

LOTS 40, 41, 42, 43 AND 49 OF THE MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 49, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEEDS RECORDED IN BOOK 3568 PAGE 253, AND IN BOOK 4441 PAGE 121, BOTH OF DEEDS. ALSO EXCEPT FROM LOT 40, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253, OF DEEDS.

ALSO EXCEPT FROM LOTS 40 AND 41 OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR THE PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AS RESERVED IN THE DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-1040333, OFFICIAL RECORDS.

PARCEL B:

LOT 50 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL C:

LOTS 57 AND 58 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL D:

LOT 59 OF THE MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT NOW INCLUDED WITH THE LIMITS OF VERMONT AVENUE AS CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL E:

LOT 44 OF MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Exhibit F

Form of General Assignment

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this “**Assignment**”) is made as of this day of _____, 202_, by and between EXPOSITION PARK WEST ASSET LEASING CORPORATION, a California nonprofit public benefit corporation (“**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 June ___, 2026 (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 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 intangible property used and necessary in connection with the Real Property: all warranties, guaranties, development rights, entitlements, governmental permits, licenses, certificates, other governmental approvals, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, and all applications, plans, drawings, designs, and signs, if any, that benefit the Real Property (collectively, the “**Intangible Property**”).

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

3. 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.

4. 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.

5. 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:

Exposition Park West Asset Leasing Corporation,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

**COUNTY OF LOS ANGELES,
a body politic and corporate**

Joseph M. Nicchitta

Interim Chief Executive Officer

By: _____

Name: John T. Cooke

Title: Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN

Registrar-Recorder/County Clerk

By: _____

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By: _____

Senior Deputy

Schedule 1
Real Property

Exhibit G

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. Exposition Park West Asset Leasing Corporation, a California nonprofit public benefit corporation (“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:

Exposition Park West Asset Leasing
Corporation,
a California nonprofit public benefit
corporation

By: _____

Name: _____

Title: _____

Exhibit H

Form of Owner's Affidavit

[attached]



ORDER NO.:
PROPERTY ADDRESS:

OWNER'S/TENANT'S CERTIFICATION (Commercial)

The undersigned certifies to Chicago Title Company and Chicago Title Insurance Company as follows:

1. That the undersigned is a _____ of _____ (the "Company"), a _____ and that s/he has personal knowledge of the facts stated herein, and is fully authorized and qualified to make this certification.
2. That Company is the owner or lessee, as the case may be, of certain premises described in the Preliminary Report/Commitment shown above ("Property").
3. That there has been no work performed on, or equipment or materials delivered to, the Property for the construction of works of improvement during the last 6 months, except:

(If none, state "None".)

Company agrees to indemnify and hold harmless Chicago Title Insurance Company against any and all claims arising therefrom.

4. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of first refusal, rights of renewal, or other unusual provisions, except:

(If none, state "None".)

5. That Company has not previously conveyed the Property; there are no other persons or entities that assert an ownership interest in the Property; and no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals.
6. That there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures located on the Property.
7. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase the Property other than in the transaction for which this Affidavit is given.
8. That there are no unrecorded judgments, liens, mortgages, other claims, claims of lien, special assessments, or taxes that constitute a lien against the Property or that affect the Property but have not been recorded in the public records.
9. That no proceeding in bankruptcy has ever been instituted by or against Company (and if a partnership, against the general partner(s) thereof), nor has Company ever made an assignment for the benefit of creditors.
10. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property.

-
11. To the undersigned's knowledge, there has been no violation of any covenants, conditions or restrictions of record affecting the Property and the undersigned has received no written notice that there is a present violation of any covenants, conditions or restrictions of record affecting the Property. To the undersigned's knowledge, any charge or assessment provided for in any of the covenants, conditions or restrictions of record has been or will be duly paid in the ordinary course.
 13. In consideration of Chicago Title Insurance Company and/or its agents issuing its policy or policies without making exception therein of matters which may arise between the most recent effective date of the preliminary report/title commitment and the date the documents creating the interest being insured have been recorded (hereinafter the "GAP"), the undersigned hereby agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, claim or lien which may arise or be filed, as the case may be, against or having an effect upon the Property within the GAP period and further agrees to indemnify and hold Chicago Title Insurance Company and/or its agents harmless against all loss or damage, including, but not limited to, all expenses, costs and attorneys' fees which may arise out of failure to so remove, bond or otherwise dispose of any said encumbrance, claim or lien.

This Certification is given to induce Chicago Title Company and Chicago Title Insurance Company to issue its policies of title insurance including endorsements knowing full well that it will be relying upon the accuracy of the same.

The undersigned further agrees to indemnify Chicago Title Insurance Company against any loss occasioned by the existence of any of the matters listed above which are known to the undersigned and not disclosed by this Certification and any cost, expense or liability, including attorneys' fees, arising from the enforcement of this indemnification.

By _____

EXHIBIT "A"
LEGAL DESCRIPTION

Exhibit I

Pro Forma Title Policy

[attached]

ALTA OWNER'S POLICY OF TITLE INSURANCE

issued by:



CHICAGO TITLE
INSURANCE COMPANY

Policy Number:

PROFORMA

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Chicago Title Company
601 S. Figueroa St., Suite 2150
Los Angeles, CA 90017

Countersigned By:

PROFORMA
Authorized Officer or Agent

Chicago Title Insurance Company

By:

PROFORMA
Michael J. Nolan, President

Attest:

PROFORMA
Marjorie Nemzura, Secretary

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Property Address: 3833 S Vermont Ave, Los Angeles, CA 90037-1147

SCHEDULE A

Name and Address of Title Insurance Company: **Jordan Curiel**
Chicago Title Company
601 S. Figueroa St., Suite 2150
Los Angeles, CA 90017

Policy Number: PROFORMA

Date of Policy	Amount of Insurance	Premium
PROFORMA	PROFORMA \$20,443,820.00	PROFORMA

1. The Insured is:

County of Los Angeles, a body politic and corporate

2. The estate or interest in the Land insured by this policy is:

Fee Simple

3. The Title is vested in:

County of Los Angeles, a body politic and corporate

4. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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EXHIBIT "A"
Legal Description**For APN/Parcel ID(s): 5037-018-055**

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

PARCEL A:

LOTS 40, 41, 42, 43 AND 49 OF THE MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM LOT 49, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEEDS RECORDED IN BOOK 3568 PAGE 253, AND IN BOOK 4441 PAGE 121, BOTH OF DEEDS.

ALSO EXCEPT FROM LOT 40, THAT PORTION THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253, OF DEEDS.

ALSO EXCEPT FROM LOTS 40 AND 41 OF ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH AND TO USE AND OCCUPY ALL PARTS OF THE PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR THE PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS RESERVED BY THE PARTIES NAMED IN DEEDS, LEASES AS RESERVED IN THE DEED RECORDED JUNE 30, 1987 AS INSTRUMENT NO. 87-1040333, OFFICIAL RECORDS.

PARCEL B:

LOT 50 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568 PAGE 253 OF DEEDS.

PARCEL C:

LOTS 57 AND 58 OF MILTIMORE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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EXHIBIT "A"
Legal Description

EXCEPT THE EAST 10 FEET THEREOF CONVEYED TO THE CITY OF LOS ANGELES FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL D:

LOT 59 OF THE MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT NOW INCLUDED WITH THE LIMITS OF VERMONT AVENUE AS CONVEYED TO THE CITY OF LOS ANGELES, FOR STREET PURPOSES BY DEED RECORDED IN BOOK 3568, PAGE 253 OF DEEDS.

PARCEL E:

LOT 44 OF MILTIMORE TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 16 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

- i. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- ii. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- iv. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- v. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- v. (a) Unpatented claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- vi. Any lien, or right to a lien, for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
- vii. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching to the subsequent effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or Mortgage thereon covered by this Policy.

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2026-2027.

B. Intentionally deleted.

C. Intentionally deleted.

D. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District. None due or payable as of the Date of Policy.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

E. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring on or after the Date of Policy. None due or payable as of the Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Community Redevelopment Agency
Recording Date: May 13, 1983
Recording No.: 83-542448 of Official Records

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
 (continued)

3. Intentionally deleted.
4. Intentionally deleted.
5. Intentionally deleted.
6. Intentionally deleted.
7. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: April 13, 2000
 Recording No.: 2000-558015 of Official Records

Reference is made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

8. An instrument entitled Covenants and Agreements Transportation Demand Management and Trip Reduction Measures Ordinance No. 168,700

Executed by: Shelby Jordan
 In favor of: City of Los Angeles
 Recording Date: June 16, 2000
 Recording No.: 2000-937057 of Official Records

Which among other things provides: Terms and conditions as set forth therein

Reference is hereby made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

9. An instrument entitled Covenant and Agreement Regarding Maintenance of Building

Executed by: Shelby Jordan and Samuel L. Cunningham
In favor of: City of Los Angeles
Recording Date: July 6, 2001
Recording No.: 2001-1169600 of Official Records

Which among other things provides: Terms and conditions as set forth therein

Reference is hereby made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

10. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): Public street and incidental purposes
Recording Date: March 11, 2003
Recording No.: 2003-694031 of Official Records
Affects: Parcels A, B, C and D

11. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Community Redevelopment Agency of the City of Los Angeles
Recording Date: November 30, 2007
Recording No.: 2007-2636429 of Official Records

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 6, 1944
Recording No.: Book 20570, Page 146 of Official Records
Affects: Parcel A

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

13. Intentionally deleted.

14. A subsurface oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document:

Entitled: Community Oil and Gas Lease (Subsurface Operations from Controlled Drill Sites)
Lessor: Timothy O. Brown and Mary A. Brown, his wife, et al
Lessee: Standard Oil Company of California, a corporation
Recording Date: April 12, 1961
Recording No.: 4261, Book M745, Page 589 of Official Records
Affects: Parcels A, C, E

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

Said lease provides for no right of surface entry.

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

15. A subsurface oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document:

Entitled: Community Oil and Gas Lease (Subsurface Operations from Controlled Drill Sites)
Lessor: Ray Saxman, guardian of the Estate of W. H. Saxman, Incompetent and Raymond A. Saxman, a married man his sole and separate property, et al
Lessee: Standard Oil Company of California, a corporation
Recording Date: May 22, 1961
Recording No.: 4370 of Official Records
Affects: Parcel A

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

Said lease provides for no right of surface entry.

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

16. A subsurface oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document:

Entitled: Community Oil and Gas Lease (Subsurface Operations from Controlled Drill Sites)
Lessor: Edward Zelinka, a married man as his sole and separate property, et al
Lessee: Standard Oil Company of California, a corporation
Recording Date: August 3, 1961
Recording No.: 3524 of Official Records
Affects: Parcel A

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

Said lease provides for no right of surface entry.

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
 (continued)

17. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): Public street, road or highway and incidental purposes
 Recording Date: February 14, 1964
 Recording No.: 8303 of Official Records

Affects: Parcel A

Said offer was accepted by resolution, a certified copy of which was recorded August 14, 1964, Instrument No. 6662 of Official Records.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company, a corporation
 Purpose: Utilities, public and/or private and incidental purposes
 Recording Date: August 26, 1974
 Recording No.: 507 of Official Records
 Affects: Parcel A

19. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: October 7, 1982
 Recording No.: 82-1015347 of Official Records
 Affects: Parcel A

Reference is made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
 (continued)

20. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): Public street, road or highway and incidental purposes
 Recording Date: April 17, 1984
 Recording No.: 84-462521 of Official Records
 Affects: Parcel A

Said offer was accepted by resolution, a certified copy of which was recorded July 25, 1985, as Instrument No. 85-855594 of Official Records.

21. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: May 23, 1984
 Recording No.: 84-618152 of Official Records
 Affects: Parcel A

Reference is made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

22. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: June 30, 1987
 Recording No.: 87-1040333 of Official Records
 Affects: Parcel A

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
 (continued)

23. An instrument entitled Covenant and Agreement

Executed by: Peter W. Dauterive, Verna B. Dauterive, Cossie Culpepper, Clara J. Culpepper and
 James N. Harding
 In favor of: City of Los Angeles
 Recording Date: July 2, 1987
 Recording No.: 87-1057908 of Official Records
 Affects: Parcel A

Which among other things provides: Terms and conditions as set forth therein

Reference is hereby made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

24. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: July 2, 1987
 Recording No.: 87-1057909 of Official Records
 Affects: Parcel A

Reference is made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
 (continued)

25. An instrument entitled Covenant and Agreement Regarding Demolition or Relocation of a Building Containing more than one Dwelling Unit

Executed by: CHP Investments, a California limited partnership
 In favor of: City of Los Angeles
 Recording Date: October 28, 1987
 Recording No.: 87-1724321 of Official Records
 Affects: Parcel A

Which among other things provides: Terms and conditions as set forth therein

Reference is hereby made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

26. Intentionally deleted.

27. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: June 13, 1949
 Recording No.: Book 34655, Page 15 of Official Records

Reference is made to said document for full particulars.

This covenant and agreement provides that it shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

Affects: Parcel C

28. Intentionally deleted.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
 (continued)

29. A subsurface oil and gas lease for the term therein provided, with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, disclosed by document:

Entitled: Community Oil and Gas Lease (Subsurface Operations from Controlled Drill Sites)
 Dated: January 3, 1961
 Lessor: Hope W. Stutz, a widow, et al
 Lessee: Standard Oil Company of California, a corporation
 Recording Date: May 5, 1961
 Recording No.: 4803 of Official Records

Said lease affects that portion of said Land lying below a depth of 500 feet from the surface thereof.

Said lease provides for no right of surface entry.

No insurance is made as to the present ownership of the leasehold created by said lease, nor as to other matters affecting the rights or interests of the lessor or lessee in said lease.

Affects: Parcel B

30. Intentionally deleted.
 31. Intentionally deleted.
 32. Intentionally deleted.
 33. Intentionally deleted.
 34. Intentionally deleted.
 35. Intentionally deleted.
 36. Intentionally deleted.
 37. Intentionally deleted.

END OF SCHEDULE B

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.

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(continued)

- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

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6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:

- i. the Amount of Insurance; or

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- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.

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- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
- i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUMa. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

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19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

PROFORMA

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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ENDORSEMENT - ALTA 9.2-06

COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Attached to Policy Number:

PROFORMA

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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Issued By:



Attached to Policy Number:

PROFORMA

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
 - b. "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this Owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
 - d. any Private Right in an instrument identified in Exception(s) NONE in Schedule B.

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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Issued By:



Attached to Policy Number:

PROFORMA

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from 38th Street and 39th Street (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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Issued By:



Attached to Policy Number:

PROFORMA

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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Issued By:



Attached to Policy Number:

PROFORMA

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the lots described in Parcels A, B, C, D and E to be contiguous along their common boundary lines; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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Issued By:



Attached to Policy Number:

PROFORMA

The Company insures against loss or damage sustained by the Insured by reason of the failure of a commercial structure, known as 3833 S Vermont Ave, Los Angeles, CA 90037-1147, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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ENDORSEMENT - ALTA 35.1-06

**MINERALS AND OTHER SUBSURFACE
SUBSTANCES - IMPROVEMENTS**

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

PROFORMA

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This is a PRO FORMA policy for discussion purposes only that provides no insurance coverage to or on behalf of the proposed insured. It does not reflect the present state of the Title, and no party is entitled to rely on any statement herein as a representation by the Company as to the state of Title to the property. It is not a commitment to insure the Title or issue any of the attached endorsements, nor does it evidence the willingness of the Company to provide any coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company. Additional matters may be added or other amendments may be made to this pro forma policy. The Company shall have no liability because of such additions or amendments.

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Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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Issued By:



Attached to Policy Number:

PROFORMA

The Company hereby insures the Insured named in Schedule A against loss, costs, attorneys' fees, and expenses incurred by reason of:

Enforcement or attempted enforcement by the Community Redevelopment Agency of the City of Los Angeles of the covenants, conditions, and restrictions, including but not limited to the right, if any, to acquire title by eminent domain, set forth in the matter(s) applicable to the Land, at Date of Policy, the subject of exceptions 2 and 11 of Schedule B, except to the extent that such covenants, conditions, and restrictions prohibit discrimination based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, or immigration status.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land or (b) pertaining to land use and planning or environmental protection of any kind or nature, including, as to the latter, hazardous or toxic matters, conditions or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of

the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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ENDORSEMENT - CLTA 110.2

**DELETION OF ARBITRATION CONDITION
FROM POLICY**

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

PROFORMA

The policy is amended by deleting the Condition entitled "ARBITRATION."

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: PROFORMA SPECIMEN

Countersigned By:

PROFORMA SPECIMEN

Authorized Officer or Agent

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PINK

BA FORM 04162026

BOARD OF SUPERVISORS
OFFICIAL COPY

May 19, 2026

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2025-26
4 - VOTES**

SOURCES

USES

GENERAL FUND

A01-304F
COMMITTED FOR DPSS BUILDING PURCHASE
DECREASE OBLIGATED FUND BALANCE

21,444,000

PUBLIC SOCIAL SERVICES
3833 S VERMONT AVE ACQUISITION
A01-CP-6014-65073-7A011
CAPITAL ASSETS - B & I
INCREASE APPROPRIATION

19,300,000

PUBLIC SOCIAL SERVICES
3833 S VERMONT AVE ACQUISITION
A01-CP-6006-65073-7A011
CAPITAL ASSETS - LAND
INCREASE APPROPRIATION

2,144,000

SOURCES TOTAL \$ 21,444,000

USES TOTAL \$ 21,444,000

JUSTIFICATION

Reflects the use of Obligated Fund balance - Committed for DPSS Building Purchase for the 3833 S Vermont Ave Acquisition project, Capital Project No. 7A011.

**Matthew J.
Diaz**

Digitally signed by
Matthew J. Diaz
Date: 2026.04.28
14:46:50 -07'00'

AUTHORIZED SIGNATURE

MATTHEW J. DIAZ, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY **Lan Sam**
Digitally signed by Lan Sam
Date: 2026.04.29 11:30:37
-07'00'

B.A. NO. **224**

DATE **4/29/26**

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY **Yolanda
Reyes**

Digitally signed by
Yolanda Reyes
Date: 2026.04.29
12:15:25 -07'00'

DATE **4/29/26**