

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

**450 N. G Street, San Bernardino, California**

This AGREEMENT OF SALE AND PURCHASE AND JOINT ESCROW INSTRUCTIONS (the "**Agreement**") is made and entered into as of March 10, 2026 (the "**Effective Date**"), by and between **MP G STREET, LLC**, a Delaware limited liability company ("**Seller**"), and **SAN BERNARDINO COUNTY**, a political subdivision of the State of California (together with its permitted assigns, as defined in Section 12.2, "**Buyer**").

**ARTICLE 1  
PURCHASE AND SALE**

1.1 **Agreement**. In consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the "**Property**" to Buyer, and Buyer agrees to purchase the Property, for a purchase price equal to Six Million and No/100 Dollars (\$6,000,000.00) (the "**Purchase Price**") and upon the terms and conditions set forth in this Agreement. The parties agree and acknowledge that the Buyer is solely responsible to fund an amount equal to Four Million Six Hundred Fifty Thousand Dollars (\$4,650,000) of the Purchase Price (the "**County Purchase Price Contribution**") and that the California Department of Housing and Community Development ("**HCD**") is responsible to pay for the balance of the Purchase Price, in an amount equal to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) (the "**HCD Purchase Price Contribution**") which HCD shall deliver into Escrow.

For purposes hereof, "**Property**" means, collectively all of Seller's right, title and interest in the Real Property, the Improvements, Intangible Personal Property, the Leases, the Service Contracts, and the Tangible Personal Property, as such terms are defined below.

"**Real Property**" means that certain real property owned by Seller, located at 450 G Street in the City of San Bernardino, the County of San Bernardino, State of California (Assessor Parcel Numbers 0134-093-10-0-000; 0134-093-11-0-000; and 0134-093-44-0-00) as more particularly described on **Exhibit A** attached hereto, together with all tenements, hereditaments, easements, rights-of-way and appurtenances belonging or in any way appertaining to the same.

"**Improvements**" means all buildings, structures, improvements and fixtures affixed to or located on the Real Property.

"**Intangible Personal Property**" means all assignable intangible personal property, if any, now or through the date of Closing (as defined in Section 4.1), owned by Seller and arising out of or in connection with Seller's ownership of the Real Property and the Tangible Personal Property, including (to the extent any such items exist): (a) Seller's rights to any plans, specifications and drawings relating to the Improvements, (b) to the extent assignable, any maintenance contracts, guaranties or warranties pertaining to the Property obtained by Seller, and (c) any transferable licenses, permits, authorizations, approvals and certificates of occupancy relating solely to the use, maintenance, occupancy and/or operation of the Real Property and the Tangible Personal Property.

“**Leases**” means collectively, all leases and occupancy agreements for any space in the Improvements (as amended, modified, renewed or extended) and any security deposits related thereto.

“**Service Contracts**” means any service, supply, maintenance, repair, construction and management contracts to which Seller is a party relating to the Real Property or the Tangible Personal Property.

“**Tangible Personal Property**” means, to the extent any such items exist, any fixtures, furniture, carpeting, draperies, appliances, building supplies, equipment, machinery, computer hardware, inventory, decorations, and landscaping, gardening, maintenance, communications, security and other equipment, and other tangible items of personal property owned by Seller and presently affixed, attached to, placed or situated upon the Real Property and/or the Improvements and used exclusively in connection with the ownership, operation and occupancy of the Improvements.

## **ARTICLE 2** **CONSIDERATION**

2.1 **Purchase Price.** The Purchase Price to be paid by Buyer and HCD to Seller for the sale, transfer, assignment and conveyance of the Property is specified in Section 1.1 above. Buyer has no right to purchase, and Seller has no obligation to sell, less than all of the Property.

2.2 **Deposit.**

2.2.1 **Delivery of Deposit.** Not later than 5:00 pm Pacific Time on the date that is three (3) Business Days after Effective Date, Buyer shall deliver an earnest money deposit equal to One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00), inclusive of the Independent Consideration required under Section 2.2.3 below (the “**Deposit**”) to Chicago Title Company, 1163 Fairway Drive, Suite 103, City of Industry, California 91789, Attention: Jessica Kuo, Email: Jessica.kuo@ctt.com (“**Escrow Holder**”) by wire transfer of immediately available funds. Escrow Holder shall hold and dispose of the Deposit as provided in this Section 2.2.

2.2.2 **Refundability of Deposit.** Subject to other terms of this Agreement, if Closing shall not timely occur for a reason other than: (v) as a result of Seller breach of this Agreement; (w) the failure of a condition precedent, including those listed in Section 4.2 hereof, that was reasonably within Seller’s control or subject to the terms of this Agreement; (x) Buyer’s termination of this Agreement in accordance with either Section 3.3.3 or Section 6.5 hereof; (y) the failure of HCD to deposit into escrow the HCD Purchase Price Contribution; or (z) due to a condemnation or casualty covered by Article 10 or Article 11 below, then (i) the Deposit shall be disbursed to Seller upon Seller providing written notice to Escrow Holder, (ii) Buyer and Seller shall each pay one half (1/2) of any escrow cancellation fees (provided that if Closing shall not timely occur due to a Seller or Buyer breach of this Agreement, then the breaching party shall be solely responsible to pay any escrow cancellation fees), and (iii) neither Seller nor Buyer shall have any further rights or obligations under this Agreement, except for the Surviving Obligations (as defined below).

2.2.3 **Independent Consideration.** Notwithstanding anything to the contrary contained herein, the Deposit being delivered by Buyer includes the amount of One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement ("**Independent Consideration**"), which shall be retained by Seller in all instances and shall not be applied to the Purchase Price at Closing.

2.2.4 **Disputes over Deposit.** In the event Escrow Holder receives inconsistent instructions relating to the Deposit, Escrow Holder shall disregard all instructions received and at its option either: (i) hold the Deposit until the dispute is mutually resolved by Seller and Buyer and Escrow Holder is advised of that fact in writing signed by both Seller and Buyer, or Escrow Holder is otherwise instructed by a final non-appealable judgment of a court of competent jurisdiction; or (ii) deposit the Deposit into a court of competent jurisdiction (whereupon Escrow Holder shall be released and relieved of any and all liability and obligations hereunder from and after the date of such deposit). Other than solely in connection with the Closing hereunder or termination of the Agreement without fault, in no event shall Escrow Holder disburse the Deposit (or a portion thereof, as the case may be) to one party until at least ten (10) days after Escrow Holder has sent a copy of the demand notice of such party certifying the basis for its entitlement to receive the Deposit (or a portion thereof, as the case may be) to the other party, nor thereafter, if Escrow Holder shall have received a notice of objection from the other party setting forth the basis for objection to the delivery of the Deposit (or portion thereof, as the case may be).

2.3 **Closing Cash Payment.** The County's Purchase Price Contribution shall be paid to Seller at the Closing by wire transfer of immediately available funds. Buyer shall ensure the deposit of funds in an amount sufficient to enable Escrow Holder to deliver the County's Purchase Price Contribution (as adjusted by any net adjustments and prorations provided herein and approved by both parties in a Settlement Statement and crediting Buyer for the amount of the Deposit and accrued interest thereon upon the Closing as provided herein, which Deposit shall only be applied toward the County's Purchase Price Contribution) into Escrow on the Business Day immediately preceding the Closing Date, for distribution to Seller on the Closing Date. Buyer shall have no obligation with regards to the deposit of the HCD Purchase Price Contribution, the deposit of which will be addressed in the Settlement Agreement (as defined in Section 3.9.1 below).

2.4 **Failure to Timely Deliver Deposit.** If Buyer fails to timely deliver the Deposit to Escrow Holder, such failure shall constitute a material default by Buyer hereunder. In such event, Seller may terminate this Agreement by delivering written notice of such termination to Buyer and Escrow Holder. Upon such termination by Seller, neither Seller nor Buyer shall have any further rights or obligations under this Agreement except as expressly otherwise provided under this Agreement (collectively, the "**Surviving Obligations**").

2.5 **Failure to Timely Deliver Purchase Price Contributions.** Subject to all conditions precedent in Section 4.3 having been satisfied and Seller not being in material default of its obligations in this Agreement beyond any applicable notice and cure period, if Buyer fails to timely deliver all or any portion of the balance of the County Purchase Price Contribution to Escrow Holder, such failure shall constitute a material default by Buyer hereunder. In such event,

Seller may terminate this Agreement by delivering written notice of such termination to Buyer and Escrow Holder. Upon such termination by Seller, Escrow Holder shall deliver to Seller the Deposit then being held by Escrow Holder and thereafter neither Seller nor Buyer shall have any further rights or obligations under this Agreement except the Surviving Obligations.

2.6 **No Financing Contingency.** Except for the requirement for HCD to make the HCD Purchase Price Contribution as provided in Section 3.9 below, Buyer's obligations hereunder are not in any way conditioned upon or qualified by Buyer's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt financing or equity investment, or otherwise).

### **ARTICLE 3** **INSPECTION AND TITLE REVIEW**

3.1 **Buyer's Physical Inspection of the Property and Access to Property Records.** Seller and Buyer acknowledge and agree that such parties have entered into a Access Agreement (as the same may be amended from time to time, the "**Access Agreement**") that provides for and governs (i) Buyer's access to the Property and the diligence activities Buyer may conduct thereon, and (ii) Buyer's receipt of certain documents and property records related to the Property (the "**Property Records**"). Reference is hereby made to the Access Agreement for the terms and limitations imposed upon Seller and Buyer in connection therewith, all of which are incorporated into this Section 3.1 in full. Upon execution of this Agreement, the Access Agreement shall continue to be in effect to, through, and including the Closing Date, unless this Agreement is terminated by the Seller or Buyer in accordance with the terms of this Agreement, in which case the Access Agreement shall automatically terminate concurrently herewith. If this Agreement is terminated for any reason, Buyer agrees subject to the terms of the Access Agreement, promptly following Seller's request therefor, to deliver to Seller, at no material cost to Seller, copies of any and all reports, tests, studies and test results prepared by third parties which are obtained by Buyer or prepared by or on behalf of Buyer with respect to the Property, whether obtained prior to or after the Effective Date, including those involving the structural, geologic, environmental or other condition of the Property; provided, that the provision of any such third party reports, tests, studies and test results shall be without any warranty or representation regarding the truth, completeness, or accuracy of any such reports, tests, studies and test results. The parties agree and acknowledge that notwithstanding anything to the contrary, that the Buyer has accepted the condition of the Property as described in that certain Property Condition Report, prepared by Partner Engineering and Science, Inc., on or about May 17, 2025, and that any additional inspections of the Property pursuant to the Access Agreement are for information purposes only and shall not affect the Purchase Price for the Property.

3.2 **Intentionally Deleted.**

3.3 **Title and Survey.**

3.3.1 **Title and Survey Documents.** Buyer acknowledges that Seller received the Property via trustee's deed. Prior to the execution and delivery of this Agreement, Buyer received a copy of that certain Preliminary Report for the Property prepared by Commonwealth Land Title Insurance Company, 4400 MacArthur Blvd, Suite 800, Newport Beach, California 92660, Attention: Chris Maziar, Email: cmaziar@cltic.com

(“**Commonwealth Title Company**”) as Order No. 932403861 Amendment V2 dated December 19, 2025 (the “**Title Report**”). Buyer may, in its discretion, obtain and deliver to Commonwealth Title Company an ALTA/ACSM survey of the Real Property (“**ALTA Survey**”). All title exception for discrepancies, conflicts in boundary lines, shortages in area, encroachments, easements or claims of easements and other matters which would be disclosed by a physical inspection of the Real Property and the Improvements or by an ALTA/ACSM survey of the Real Property (collectively, “**Survey Exceptions**”) will be Permitted Exceptions unless subsequently removed from the Title Report. Buyer shall be solely responsible for the costs and expenses incurred in connection with the ALTA Survey. The issuance and receipt of such ALTA Survey and/or such ALTA Extended Coverage shall not be a Buyer Closing Condition or delay the Closing.

3.3.2 **Review of Title.** Buyer has reviewed the Title Report and has negotiated a form of pro forma Title Policy that is approved by Buyer, subject to the delivery of a hyperlinked version of the Title Report to Buyer and HCD, and HCD's approval of the title condition. Notwithstanding the preceding sentence; provided, to the extent any such items appear in any update to the Title Report, Seller covenants to cause Commonwealth Title Company to remove as exceptions to title in the Title Policy (i) any exception(s) for delinquent property taxes (it being agreed that, through the Closing, Seller shall pay any and all property taxes in accordance with Section 5.2); (ii) any mortgages, deeds of trust or monetary encumbrances as shall have been voluntarily granted by Seller, and (iii) all mechanic's liens, including without limitation: (a) claimed by AG Demolition, (b) mechanic's lien claimed by Master Guard Security, (c) mechanic's lien claimed by TelNet Solutions, Inc., (d) mechanic's lien claimed by Northstar Development and Construction, Inc., and (e) mechanic's lien claimed by Orchid Cleaning LLC; and (iv) that certain Notice of Pendency of Action (Lis Pendens) filed as Document No. 2024-24474 in the Official Records of the Assessor-Recorder-Clerk for San Bernardino County, California (the “**Official Records**”) in connection with Case No. 24STCV00629 filed in the Superior Court of the State of California, County of Los Angeles, by HCD against Shangri-Law Industries LLC, et al. (the “**HCD Lawsuit**”), which is expected to be removed as part of the Settlement Agreement (collectively, the “**Pre-Disapproved Exceptions**”).

3.3.3 **Title Updates Following the Effective Date.** In the event Commonwealth Title Company amends or updates the Title Report after the Effective Date (each, a “**Title Report Update**”), Seller shall promptly deliver or cause Title Company to deliver a copy of such Title Report Update to Buyer and Buyer may submit to Seller in writing (the “**Buyer's Title Objection Notice**”) any objections to matters of title recorded against title after the Effective Date and first raised by Commonwealth Title Company in such Title Report Update and not known to Buyer prior to the Effective Date or otherwise caused by Buyer (collectively, “**Objections**”) within three (3) Business Days after its receipt of such Title Report Update, but in any event no later than two (2) Business Day prior to Closing (each, a “**Title Update Review Period**”). Seller shall have until the earlier of the then scheduled Closing Date or the day that is one (1) Business Day following receipt of such Buyer's Title Objection Notice to deliver written notice (the “**Updated Seller's Title Notice**”) to Buyer as to whether Seller is willing to cure such Objections and if Seller elects to cure such Objections, Seller shall have the right to extend the Closing Date for a

reasonable period as agreed with Buyer in order to effect such cure. If Seller is unable or unwilling to cure all of the Objections, Buyer may (as its sole and exclusive remedy), on or before the earlier of the then scheduled Closing Date or one (1) Business Day of Buyer's receipt of Updated Seller's Title Notice (or, if no Updated Seller's Title Notice is delivered, within one (1) Business Day after the expiration of the period during which Seller was to deliver Updated Seller's Title Notice), terminate this Agreement in writing, and Buyer shall receive a return of the Deposit and thereafter neither party shall have any further rights or obligations hereunder except for Surviving Obligations.

3.3.4 **Use of Purchase Price to Discharge Liens or Bond Over Same.** At the Closing, Seller may, at Seller's sole option, use the proceeds of the Purchase Price to discharge or provide a bond for any monetary lien or encumbrance which Seller has elected to pay, discharge or bond-over in accordance with this Agreement; provided, however, the preceding shall not be construed as obligating Seller to satisfy any lien or encumbrance on the Property unless expressly agreed to by Seller in writing (e.g., in an Updated Seller's Title Notice (if applicable)). Any lien or encumbrance or apparent lien or encumbrance appearing of record against the Property which can be discharged by the payment of money (including, without limitation, a lis pendens relating to an action commenced seeking the payment of money) shall not be an objection to title if Seller, at Seller's sole option, shall, at Closing, deliver or cause to be delivered either (a) a duly executed and acknowledged satisfaction along with the filing fee, (b) a payoff letter or demand (assuming that the Purchase Price is sufficient to satisfy such monetary lien and Seller directs payment thereof out of the Purchase Price evidenced in the Settlement Statement approved by the Parties, that directs Escrow Holder to use Purchase Price proceeds to satisfy such monetary lien), (c) a bond in the amount of such monetary lien, or (d) such other instrument or documentation reasonably acceptable to Buyer; provided, in each case, that Commonwealth Title Company has agreed to omit the same as an exception to coverage under the Title Policy.

3.3.5 **Title Policy.** Not less than five (5) business days prior to Closing, Commonwealth Title Company shall provide Buyer and HCD with a proforma title commitment showing title to the property subject only to the Permitted Exceptions for review and approval by Buyer and HCD (such approved commitment being the "Approved Proforma"). Commonwealth Title Company's willingness to issue, upon the condition of the payment of the Title Company's premium and the delivery of the documents referred to in Section 4.4 below, a CLTA Owner's Policy of Title Insurance (referred to herein as the "**Title Policy**") insuring Buyer's interest as of the Closing in the Real Property in the amount of the Purchase Price, subject only to the title policy form conditions, exclusions from coverage and the Permitted Exceptions (as defined below), shall be a Buyer Closing Condition. The Title Policy shall be consistent with the Approved Proforma.

3.3.6 **Permitted Exceptions.** As used in this Agreement, the term "**Permitted Exceptions**" shall mean (a) all matters disclosed in the Title Report (including Survey Exceptions) other than the Pre-Disapproved Exceptions and those listed in Buyer's Title Objection Notice or in any update, amendment, or change thereto, that Seller has not expressly agreed in writing to cure; (b) the Use Restriction (as defined in Section 3.7 hereof); (c) all matters affecting title directly or indirectly caused by Buyer or arising

through Buyer; (d) the printed exceptions which appear in the standard CLTA Owner's Policy of Title Insurance issued in the State of California, and (e) all title matters existing to which Buyer has consented in writing.

3.3.7 **Nik-Vek Deed of Trust.** Buyer and Seller acknowledge that certain Deed of Trust recorded in the Official Records as Instrument No. 2016-373723 (the "**Nik-Vek Deed of Trust**") granted by Nik-Vek, LLC, a California limited liability company, to Ticolor Title Company, for the benefit of Omeida Investments, Inc., a California corporation ("**Omeida**"). Seller represents as follows: (i) Seller's counsel first gained knowledge of the Nik-Vek Deed of Trust in September of 2024, after Seller took title to the Property; (ii) the Nik-Vek Deed of Trust was not listed as an exception on Seller's loan policy of title insurance; (iii) promptly after its discovery, Seller's counsel located Omeida's president, Venokumar Nathrag, who confirmed the debt secured by the Nik-Vek Deed of Trust was satisfied in full in 2019; (iv) thereafter, Seller's counsel conveyed a Substitution of Trustee and Full Reconveyance and coordinated with Mr. Nathrag to have it executed and notarized; (v) Seller's counsel caused such Substitution of Trustee and Full Reconveyance to be recorded in the Official Records as Instrument No. 2024-0260940, a true and correct copy of which has been provided to Buyer. The Nik-Vek Deed of Trust is not listed as an exception on the Title Report and no proforma title commitment will be approved under Section 3.3.5 with the Nik-Vek Deed of Trust included. Therefore, Seller agrees to make all commercially reasonable efforts required to Commonwealth Title Company not list the Nik-Vek Deed of Trust; provided, Seller's failure to cause Commonwealth Title Company to do so shall not impede the Closing. Seller acknowledges that Buyer desires not to have the Nik-Vek Deed of Trust listed as an exception on the Title Policy, however, such matter is not within Seller's control.

### 3.4 **Inspection Obligations.**

3.4.1 **Buyer's Responsibilities/Indemnity.** Buyer agrees that when entering the Real Property or the Improvements for any purpose, Buyer and Buyer's agents, consultants, contractors and representatives shall be obligated to abide by the terms of the Access Agreement.

### 3.5 **Intentionally Deleted.**

3.6 **Cancellation of Service Contracts.** On or before the date that is fourteen (14) days prior to the Closing Date, Buyer may designate by written notice to Seller those Service Contracts which Buyer wishes to be terminated effective as of the Closing; provided that Seller shall only be obligated to terminate those Service Contracts if such Service Contracts shall be terminable without penalty on thirty (30) days' notice or less, and in cases where the Service Contract is terminable with a penalty, Buyer shall either assume such applicable Service Contract or shall pay Seller at closing the amount of such penalty if Seller has cancelled a particular Service Contract and has paid such penalty at the request of the Buyer. Seller shall give notice of cancellation of any such Service Contracts timely designated by Buyer (which designation Buyer shall provide prior to the date that is fourteen (14) days prior to the Closing Date), which notice of termination by Seller shall be effective as of the Closing and conditional upon the Closing taking place in a timely manner in accordance with this Agreement including payment by Buyer of any

applicable penalty as provided above. At the Closing, Seller shall assign to Buyer and Buyer shall assume all Service Contracts, listed in the attached **Exhibit H** incorporated herein by this reference, which Buyer does not designate to be terminated effective as of the Closing (which designation Buyer shall provide prior to the date that is fourteen (14) days prior to the Closing Date) and all Service Contracts which Seller is either not required to terminate pursuant to this Agreement or which Seller is unable to terminate effective as of the Closing in accordance with the terms of such Service Contract.

3.7 **Use Restriction.** Buyer acknowledges and agrees that Seller is agreeing to sell the Property to Buyer on the express condition that, concurrently with the Closing, Seller shall record (or cause to be recorded) a Regulatory Agreement and Declaration of Restrictive Covenants in the form attached as **Exhibit F** (the “**Use Restriction**”), which Use Restriction has been approved by HCD. Buyer’s obligation to record the Use Restriction shall expressly be a Surviving Obligation. For the avoidance of doubt, Seller and Buyer also agree that certain Notice of Pendency of Action (Lis Pendens) filed as Document No. 2024-24474 in the Official Records in connection with the HCD Lawsuit will be released from the Official Records as part of this Closing.

3.8 **Tenant/Notices/Access.** The parties agree as follows:

3.8.1 **Tenants.** To the extent the same has not already occurred prior to the Effective Date, immediately upon the Effective Date, Seller shall send a written rescission notice “**Rescission Notice**”) to all tenants that received the collection of documents and notices dated November 28, 2025, which included a cover letter entitled “Notice of Subsidy Termination, Offer of Mutual Termination of Rental Agreement” and a notice entitled “Notice of Rental Subsidy Termination and Resulting Responsibility for Full Amount of Base Rent” (collectively, the “**Tenant Notice**”). Such Rescission Notice shall be reasonably acceptable to Buyer, as evidenced by its written approval delivered to Seller. The Rescission Notice shall, among other things, expressly and fully rescind the Tenant Notice, inform the tenants of the pending purchase of the Property by Buyer under this Agreement, and advise that the portion of rent currently payable by the tenants under their respective leases shall not increase during the term of this Agreement. Buyer and HCD shall be copied on all such Rescission Notices by Seller. At all times during the term of this Agreement, Seller shall refrain from taking any further action with respect to the Tenant Notice, or taking any action related or similar thereto

3.8.2 **Access for Non-Due Diligence Purposes.** At all times during the term of this Agreement, Buyer and any service providers providing behavioral and other supportive services to the tenants occupying the Property shall be provided with access to the Property as reasonably necessary to continue providing such services.

3.9 **HCD Settlement Process.** Buyer and Seller acknowledge and agree as follows:

3.9.1 **Settlement Documents.** The purchase of the Property under this Agreement is a part of a larger settlement of the HCD Lawsuit, which will be

evidenced by a settlement agreement by and among Buyer, Seller, Seller's parent company Medalist Partners Asset-Based Private Credit Fund III CRE LLC, a Delaware limited liability company, and HCD, which shall have as an exhibit a fully executed copy of this Agreement (the "**Settlement Agreement**"), as well as by other settlement documents (including a Side Agreement) between HCD and Buyer (such documents, together with the Settlement Agreement, being the ("**Settlement Documents**").

3.9.2 **DOF Approval**. Once the Settlement Documents have been approved by Buyer's Board of Supervisors, and the Settlement Agreement and the Side Agreement have been executed by all applicable parties thereto, the same shall be submitted to the California Department of Finance for its approval ("**DOF Approval**").

3.9.3 **Funding Contribution**. Pursuant to the Settlement Documents, a \$1,350,000 portion of the Purchase Price, described herein as the HCD Purchase Price Contribution, to be funded hereunder at Closing will be funded by HCD, whose funding process, in this context, does not allow for the wiring of funds or the issuance of a cashier's check. Instead, upon receipt of DOF Approval, HCD will commence processing a physical check in the amount of \$1,350,000 payable to Escrow Holder (the "**HCD Check**") and deliver the same to Escrow Holder immediately upon issuance (such delivery date being the "**HCD Deposit Date**"), Escrow Holder will in turn negotiate the check for credit to the Purchase Price, and once the check has been converted to immediately available funds, Escrow shall close, unless any other conditions precedent to close remain unsatisfied. It is estimated that this conversion to immediate funds could take Escrow Holder approximately fourteen (14) calendar days.

#### **ARTICLE 4** **ESCROW AND CLOSING**

4.1 **Escrow**. Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder for the consummation of the transaction contemplated by this Agreement by delivering this Agreement executed by Buyer and Seller to Escrow Holder. Upon receipt of this Agreement executed by Buyer and Seller, Escrow Holder shall execute and date the Acceptance attached hereto solely in order to evidence Escrow Holder's agreement to act as Escrow Holder in accordance with the terms and provisions of this Agreement. This Agreement, together with such supplementary or further escrow instructions as Buyer, Seller and HCD shall mutually provide to Escrow Holder by written agreement, shall constitute the instructions to Escrow Holder for the Escrow.

**Close of Escrow**. As used in this Agreement, the "**Closing**" shall mean the consummation of the purchase and sale transaction contemplated by this Agreement. The Closing shall occur through Escrow on or before March 31, 2026 (the "**Closing Date**") or any earlier date upon which Seller, Buyer and HCD mutually agree, each in their sole discretion; and assuming that the Settlement Process under Section 3.9 has concluded and the HCD Check has been fully processed pursuant to Section 3.9.3. In the event that Escrow is not in a position to close solely on account of the

HCD Check not being delivered into Escrow by or before the Business Day immediately preceding the Closing Date, solely as a result of Buyer's or HCD's failure, Buyer may elect to extend the Closing Date until April 30, 2026 by Buyer giving written notice to Seller prior to 5:00 pm Pacific Time on the Closing Date that it is exercising its extension rights hereunder; provided, however, should the Closing not occur by 5:00 pm Pacific Time on May 29, 2026, Seller shall be permitted to (but shall not be required to), at any time following 5:00 pm Pacific Time on May 29, 2026, terminate this Agreement in writing, the Deposit shall be released subject to Section 2.2 above and thereafter neither party shall have any further rights or obligations hereunder except for Surviving Obligations.

4.2 **Conditions Precedent to the Closing for the Benefit of Buyer.** The Closing and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver by the respective dates designated below of the following conditions precedent for Buyer's benefit set forth below in this Section 4.2. The conditions precedent set forth below in this Section 4.2 are referred to collectively as the "**Buyer Closing Conditions**" and individually as a "**Buyer Closing Condition**". The Buyer Closing Conditions must be satisfied or otherwise waived no later than the Closing Date.

4.2.1 **Seller's Deliveries.** On or before the Closing Date, Seller shall have delivered to Escrow Holder the documents described in Section 4.4 below.

4.2.2 **Release of Notice of Lis Pendens.** HCD shall have deposited with Escrow Holder (or Commonwealth Title Company) a release of that certain Notice of Pendency of Action (Lis Pendens) filed as Document No. 2024-24474 in the Official Records.

4.2.3 **Use Restriction Approval.** A fully executed and acknowledged original of the Use Restriction has been deposited into Escrow and is in a position to be recorded at Closing through Escrow immediately following the Deed without intervening encumbrance in 1<sup>st</sup> priority lien position.

4.2.4 **Settlement Agreement.** Seller, Buyer, and HCD shall have entered into a settlement agreement that: (i) approves the transactions described herein, (ii) approves the Use Restriction, (iii) settles all disputes among the parties relating to the HCD Lawsuit (the "**Settlement Agreement**") and such Settlement Agreement (and all attachments thereto) shall have been approved by the California Department of Finance on or before the Closing Date.

4.2.5 **HCD Funding.** HCD has deposited with Escrow Holder (i) the HCD Check to fund the Purchase Price Contribution in an amount equal to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) to be applied to the Purchase Price at the Closing, and (ii) any amounts to be released to the Buyer in conformance with the Side Agreement by and between Buyer and HCD, if any.

4.2.6 **Good Faith Settlement Determination.** The approval of a motion for good faith settlement determination by the Los Angeles County Superior Court in connection with the Settlement Agreement. Buyer agrees, at its sole cost, to file the motion described in this paragraph not later than five (5) Business Days after the full execution of

such Settlement Agreement and, following its filing, to diligently prosecute the completion thereof such that the good faith settlement determination is made without undue delay. Seller agrees, at its sole cost, to provide prompt and helpful cooperation with respect to the same.

4.2.7 **Representations and Warranties.** All representations and warranties of Seller contained in Section 6.1 of this Agreement shall be true and correct in all material respects as of the date made and as of the Closing Date with the same effect as if those representations and warranties were made at and as of the Closing Date subject to such changes as may be necessary or applicable based on changes in facts or circumstances including but not limited to those beyond the control of Seller and/or which are permitted under this Agreement but excluding those arising solely by reason of Seller's default of its covenants under this Agreement; provided, however, that if Buyer has actual knowledge on or prior to the Effective Date that any such representations and warranties are inaccurate, untrue, or incorrect in any way, such representations and warranties shall be deemed modified to reflect Buyer's actual knowledge as of the Effective Date, and such modification shall not be considered a failure of a Buyer Closing Condition; provided, further, however, that the updating of any of Seller's representations and warranties as of the Closing Date related to events that have occurred since the Effective Date that do not constitute breaches of this Agreement by Seller shall not be considered a failure of a Buyer Closing Condition.

4.2.8 **Covenants.** As of the Closing Date, Seller shall not be in material default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

4.2.9 **Title Policy.** As of the Closing Date, Commonwealth Title Company shall be irrevocably committed to issue the Title Policy in favor of Buyer in an amount equal to the Purchase Price showing indefeasible fee simple title to the Property vested in Buyer, with an endorsement deleting any exclusion for creditor's rights and such other endorsements as may be reasonably requested by Buyer, subject only to the Permitted Exceptions, as provided in Section 3.3.4 above.

Buyer shall not willfully or in bad faith act or fail to act for the purpose of permitting any Buyer Closing Condition to fail. Nothing contained in this Section 4.2 shall relieve Seller of any liability or diminish or limit a party's rights or remedies in the event the Closing fails to occur due to a breach of any covenant, representation or warranty of Seller. Subject to Section 9.2, in the event any Buyer Closing Condition is not satisfied, the Closing Date shall be extended for up to fifteen (15) Business Days after the then scheduled Closing Date as mutually agreed by the Parties to provide Seller an opportunity to cure the same. If the Closing Date is not so extended, or if such Buyer Closing Condition has not been satisfied after such extension, Buyer may notify Seller in writing that it elects to terminate this Agreement, whereupon this Agreement shall terminate, the Deposit shall be returned to Buyer and thereafter neither party shall have any further rights or obligations under this Agreement, except for the Surviving Obligations. Notwithstanding the foregoing, nothing contained in this Section 4.2 shall relieve Seller of any liability or diminish or limit Buyer's rights or remedies set forth in Section 9.2 of this Agreement in the event the Closing fails to occur due to a default by Seller. Buyer may waive any Buyer Closing Condition and

proceed to Closing at Buyer's option. Furthermore, and subject to Section 9.4, the election by Buyer to proceed with the Closing and the disbursement of the Purchase Price shall be deemed Buyer's waiver of any Buyer Closing Condition to the extent any such Buyer Closing Condition has not previously been satisfied or waived.

4.3 **Conditions Precedent to the Closing for the Benefit of Seller.** The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver by the respective dates designated below of the following conditions precedent for Seller's benefit set forth below in this Section 4.3. The conditions precedent set forth below in this Section 4.3 are referred to collectively as the "**Seller Conditions Precedent**" and individually as a "**Seller Condition Precedent**."

4.3.1 **Buyer's Deliveries.** Buyer shall have delivered (or shall have caused HCD to deliver, as applicable) to Escrow Holder all of the funds and documents as provided in Section 2.2, Section 2.3 and in Section 4.5 of this Agreement.

4.3.2 **Representations and Warranties.** All representations and warranties of Buyer contained in Section 6.7 of this Agreement shall be true and correct in all material respects as of the date made and as of the Closing Date with the same effect as if those representations and warranties were made at and as of the Closing Date subject to such changes as may be necessary or applicable based on changes in facts or circumstances including but not limited to those beyond the control of Buyer and/or which are permitted under this Agreement but excluding those arising solely by reason of Buyer's default of its covenants under this Agreement; provided, however, that if Seller has actual knowledge on or prior to the Effective Date that any such representations and warranties are inaccurate, untrue, or incorrect in any way, such representations and warranties shall be deemed modified to reflect Seller's actual knowledge as of the Effective Date, and such modification shall not be considered a failure of a Seller Closing Condition; provided, further, however, that the updating of any of Buyer's representations and warranties as of the Closing Date related to events that have occurred since the Effective Date that do not constitute breaches of this Agreement by Buyer shall not be considered a failure of a Seller Closing Condition.

4.3.3 **Covenants.** As of the Closing Date, Buyer shall not be in material default in the performance of any material covenant or agreement to be performed by Buyer under this Agreement.

4.3.4 **Settlement Agreement.** Seller, Buyer, and HCD shall have entered into the Settlement Agreement and such Settlement Agreement (and all attachments thereto) shall have been approved by the California Department of Finance on or before the Closing Date.

Seller shall not willfully or in bad faith act or fail to act for the purpose of permitting any Seller Closing Condition to fail. Nothing contained in this Section 4.3 shall relieve Buyer of any liability or diminish or limit Seller's rights or remedies set forth in Section 9.1 of this Agreement in the event the Closing fails to occur due to default by Buyer. In the event any Seller Closing Condition is not satisfied, the Closing Date shall be extended for up to fifteen (15) Business Days

after the then scheduled Closing Date as mutually agreed by the Parties to provide Buyer an opportunity to cure the same. If the Closing Date is not so extended, or if such Seller Closing Condition has not been satisfied after such extension, Seller may notify Buyer in writing that it elects to terminate this Agreement, whereupon this Agreement shall terminate, the Deposit shall be returned to Buyer and thereafter neither party shall have any further rights or obligations under this Agreement, except for the Surviving Obligations. Notwithstanding the foregoing, nothing contained in this Section 4.3 shall relieve Buyer of any liability or diminish or limit Seller's rights or remedies set forth in Section 9.1 of this Agreement in the event the Closing fails to occur due to a default by Buyer. Seller may waive any Seller Closing Condition and proceed to Closing at Seller's option.

4.4 **Seller's Deliveries.** No later than the Business Day immediately preceding the Closing Date, Seller shall deliver to Escrow Holder the following:

4.4.1 **Deed.** A grant deed in the form attached as **Exhibit B** hereto for the Real Property, executed and acknowledged by Seller conveying Seller's interest in the Real Property to Buyer subject to the Permitted Exceptions (the "**Deed**").

4.4.2 **Bill of Sale and General Assignment.** One signed counterpart original of the bill of sale and general assignment in the form attached as **Exhibit C** hereto (the "**Bill of Sale**"), executed by Seller.

4.4.3 **Service Contracts.** Original or facsimile copies of all Service Contracts (that have not been canceled prior to the Closing Date) listed on the attached **Exhibit H**, and to be assigned to Buyer under the Bill of Sale.

4.4.4 **Intentionally Deleted.**

4.4.5 **Form 593.** One signed California Form 593 executed by Seller.

4.4.6 **Assignment & Assumption of Leases.** One signed counterpart original of an assignment and assumption of leases in the form attached as **Exhibit E** hereto (the "**Assignment and Assumption of Leases**"), executed by Seller.

4.4.7 **Copies of Assigned Leases.** Original or facsimile copies of all Leases listed on the attached **Exhibit I** and to be assigned to Buyer under the Assignment and Assumption of Leases, to the extent same are in Seller's actual possession or control.

4.4.8 **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the person executing documents on behalf of Seller reasonably satisfactory to Commonwealth Title Company.

4.4.9 **Title Affidavit.** Seller's customary "Owner's Affidavit" with Commonwealth Title Company and such further instruments as may be reasonably required by Commonwealth Title Company to consummate the transactions hereunder, in form and substance satisfactory to Seller, duly executed by Seller.

4.4.10 **Other Documents**. Such other documents as may be reasonably required by Buyer to consummate the transactions contemplated herein (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

4.5 **Buyer's Deliveries**. No later than the Business Day immediately preceding the Closing Date, Buyer shall deliver to Escrow Holder the following:

4.5.1 **Funds**. The County Purchase Price Contribution, plus closing costs and other funds required to be paid or provided by Buyer under this Agreement less the amount of the Deposit previously delivered to Escrow which shall be credited toward the County's Purchase Price Contributions (all monies Buyer is required to deliver shall be delivered by wire transfer of immediately available funds to the account designated by Escrow Holder); provided, Buyer and Seller acknowledge that a portion of the Purchase Price will be contributed by HCD as described in Section 3.9.3 herein.

4.5.2 **Bill of Sale and General Assignment**. One signed counterpart original of the Bill of Sale, executed by Buyer.

4.5.3 **Assignment & Assumption of Leases**. One signed counterpart original of the Assignment and Assumption of Leases, executed by Buyer.

4.5.4 **Use Restriction**. One signed counterpart original of the Use Restriction executed by Buyer and HCD. Buyer shall use best efforts to cause HCD to deliver one signed counterpart original of the Use Restriction executed by HCD on or prior to the Closing Date.

4.5.5 **Authority**. Evidence of the existence, organization and authority of Buyer and of the authority of the persons executing documents on behalf of Buyer reasonably satisfactory to Commonwealth Title Company.

4.5.6 **Certificate of Acceptance**. A certificate of acceptance affixed to the Deed, executed by Buyer or its authorized official.

4.5.7 **Other Documents**. Such other documents as may be reasonably required by Seller (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Buyer or result in any new or additional obligation, covenant, representation or warranty of Buyer under this Agreement beyond those expressly set forth in this Agreement).

4.6 **Delivery of Possession**. At Closing, Seller shall deliver possession of the Property to Buyer in substantially the same physical condition as existing on the Effective Date and, in connection therewith, to the extent Seller is obligated under this Agreement to deliver the Personal Property and any materials, items or any other portion of the Property (e.g., keys, equipment manuals, on-site equipment, etc.) to Buyer as of the Closing.

#### 4.7 **Closing Costs.**

4.7.1 **Seller's Closing Costs.** Seller shall pay (a) all outstanding property taxes prorated to the Closing Date as required under Section 5.2 below, (b) the cost of any endorsements to the Title Policy requested by Seller and intended to address the Pre-Disapproved Exceptions or any other title objection(s) that Seller expressly agreed to cure pursuant to Section 3.3.3 hereof, (c) all legal and professional fees and fees of other consultants engaged by Seller, (d) all county fees and city documentary transfer taxes assessed on the recording of the Deed, if any; and (e) one-half (1/2) of recording fees and charges, if any.

4.7.2 **Buyer's Closing Costs.** Buyer shall pay (a) the premium for the Title Policy plus the cost of any endorsements to the Title Policy requested by Buyer (except endorsements to the Title Policy requested by Seller and intended to address the Pre-Disapproved Exceptions or any other title objection(s) that Seller expressly agreed to cure pursuant to Section 3.3.3 hereof), (b) all legal and professional fees and fees of other consultants engaged by Buyer, (c) any and all Escrow fees and costs and any other costs and expenses whatsoever related to any Buyer's financing, (d) one-half (1/2) of recording fees and charges, if any, (e) all Escrow fees and Escrow costs related to the purchase and sale of the Property, and (f) all fees, costs, charges, points, title insurance premiums, recording fees and other costs and expenses of any Buyer's financing, if any.

4.8 **Real Estate Commissions.** Seller and Buyer hereby agree to indemnify, defend and hold each other free and harmless from and against any and all commissions or other claims any broker(s) engaged by the indemnifying Party may assert in connection with the transactions contemplated by this Agreement. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions or has dealt with any third party in a manner that would obligate Buyer to pay any brokerage commission, finder's fee or other compensation due or payable with respect to the transaction contemplated. The provisions of this Section 4.8 shall survive the Closing.

### **ARTICLE 5** **PRORATIONS**

5.1 **General.** The items set forth below in this Article 5 are to be adjusted and prorated between Seller and Buyer as of 12:01 a.m. on the Closing Date (the "**Adjustment Time**") (such that Buyer shall be deemed to own the Property, and therefore entitled to any revenues and responsible for any expenses, for the entire day upon which the Closing occurs).

5.2 **Real Estate Taxes.** Seller shall be responsible for the cost of any outstanding real estate/property taxes and all assessments with respect to the Property (collectively, "**Real Estate Taxes**") attributable to the time prior to the Closing Date and, thereafter, Buyer shall be responsible for all Real Estate Taxes from and after the Closing. As such, Real Estate Taxes will be prorated as of the Closing. The provisions of this Section 5.2 shall survive the Closing.

5.3 **Operating Expenses.** All costs and expenses with respect to the operation and maintenance of the Property (collectively, “**Operating Expenses**”), including any under Service Contracts or any utilities, shall be prorated such that Seller shall be responsible for all Operating Expenses attributable to the period prior to the Adjustment Time and Buyer shall be responsible for all Operating Expenses attributable to the period from and after the Adjustment Time. If invoices or bills for any of such costs and expenses are unavailable on or before the Closing Date, such costs and expenses shall be estimated and prorated at Closing based upon the latest information available (including prior bills and operating history). Seller shall be entitled to recover any and all deposits held by any utility companies as of the date of Closing, and if any such deposits are not returned to Seller on or before the Closing Date and are assigned to Buyer, such amounts shall be credited to Seller’s account and increase the amount of funds payable by Buyer at Closing.

5.4 **Excise, Transfer and Sales Taxes.** Buyer will be responsible for the payment of all excise, transfer and use taxes imposed with respect to the conveyance of any personal property contemplated by this Agreement, if any. The provisions of this Section 5.4 shall survive the Closing.

5.5 **Rents.** All non-delinquent rents, charges and revenue of any kind receivable from the Property on account of the Leases or any occupancy agreements relating thereto (including, without limitation, any subsidies paid by any governmental entities) will be prorated at Closing; provided, that, for the avoidance of doubt, any delinquent or otherwise unpaid amounts referenced in this sentence shall be retained by Seller and Seller shall be entitled to exercise any and all of its rights to recover such amounts from non-resident third parties and any governmental entities, other than the County and HCD, but Seller agrees not to pursue any remedies against any residents.

5.6 **Security Deposits.** Buyer acknowledges that, notwithstanding any information that may be contained in any Leases, any rent roll, or any other documentation relating to the Property, Seller is not in possession of any security deposits (it being understood that Seller did not receive the security deposits from the prior owner when Seller acquired the Property), and therefore Buyer will not receive a credit for the same at Closing.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES**

6.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that the following matters are true and correct as of the Effective Date and will also be true and correct as of the Closing. Notwithstanding anything in the Agreement to the contrary, Seller is not making any representations or warranties, express or implied, with respect to the Property except as may be expressly and explicitly be provided in this Section 6.1 and then subject to all limitations set forth in this Section 6.1 .

6.1.1 **Valid Organization; Legal Power; Duly Authorized; Requisite Action.** Seller is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is authorized to conduct business in the State of California. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

This Agreement is, and all the documents executed by Seller which are to be delivered to Buyer at the Closing will be, duly authorized, executed, and delivered by Seller, and are and will be legal, valid, and binding obligations of Seller (except as limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally). All requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to consummate the transaction contemplated by this Agreement, which has not been obtained. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

6.1.2 **Existing Leases and Service Contracts.** Seller will provide within seven (7) days of the Effective Date, Buyer with access to the same copies of the Leases and Service Contracts that Seller uses in its ownership and operation of the Property, to the extent in Seller's actual possession and reasonable control. Other than the Leases listed in **Exhibit I** that are assumed by the Buyer on the Closing pursuant to the Assignment of Leases, Seller is not a party to any other leases, licenses, or other use or occupancy agreements for the Property and there are no adverse or other parties in possession of the Property. Seller makes no representation whatsoever relating to whether any tenants residing at the Property pursuant to any such Leases in in default thereunder. Prior to the Closing, all leasing commissions due to brokers under any of the Existing Leases and all tenant improvement obligations and allowances or any concessions or inducements to tenants shall have been fully paid and satisfied by Seller and no such commissions, obligations and allowances, and concessions or inducements shall become payable in the future. Other than the Service Contracts listed in **Exhibit H** that are assumed by the Buyer on Closing pursuant to the Bill of Sale, there are no Service Contracts that will be binding on the Property or Buyer after Closing. Seller is not in possession of any security deposits associated with any Leases.

6.1.3 **Litigation.** To Seller's knowledge, other than the HCD Lawsuit and any other matters disclosed on a Title Report, there is no pending or threatened action or proceeding pending against Seller or the Real Property that could reasonably be expected to prevent Seller from consummating the transactions that are the subject of this Agreement.

6.1.4 **Prohibited Persons.** Seller is not acting directly for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

6.1.5 **Condemnation Proceedings.** To Seller's knowledge, Seller has not received written notice from a governmental authority of any condemnation or eminent domain proceedings or proceedings in the nature or in lieu thereof affecting the Property.

6.1.6 **No Bankruptcy.** There has not occurred at any time the making by Seller of any general assignment for the benefit of creditors, or the filing by Seller or against Seller of a petition to have Seller adjudged a bankrupt or of a petition for reorganization under any law relating to bankruptcy, or the appointment of a trustee or receiver to take possession of substantially all of the interest of Seller in the Property, or the attachment, execution or judicial seizure of substantially all the assets of Seller or the interests of Seller in the Property or any legal proceeding in which Seller is adjudicated as being, or stipulates to being, insolvent or unable to pay its debts as they come due.

6.2 **Definition of Seller's Knowledge.** For purposes of this Agreement, whenever the phrase "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the present actual (as opposed to constructive or imputed) knowledge of Edwin W. Leslie-Kubat of LK Asset Advisors (Email: edwin@lkassetadvisors.com) without any duty of investigation or inquiry whatsoever by such person. Buyer acknowledges that the foregoing individual named above is named solely for the purpose of defining and narrowing the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to Buyer. Buyer covenants that Buyer will bring no action of any kind against such individual or any officer, director, member or shareholder of Seller arising out of the representations and warranties made by Seller in Section 6.1 above.

6.3 **Survival Period.** The representations and warranties of Seller set forth in Section 6.1 above shall be deemed made as of the Effective Date and re-made as of the Closing Date and shall survive for six (6) months following the Closing (the "**Warranty Expiration Date**") and shall automatically expire upon the Warranty Expiration Date unless (i) Buyer notifies Seller in writing of each alleged breach and stating in reasonable detail the factual basis for such breach prior to the expiration of the Warranty Expiration Period and (ii) Buyer commences suit against Seller with respect to any alleged breach within thirty (30) calendar days after the Warranty Expiration Date (and, in the event any such suit is timely commenced by Buyer against Seller, shall survive thereafter only insofar as the subject matter of the alleged breach specified in such suit is concerned). If suit is not timely commenced by Buyer within such 30-day period after the Warranty Expiration Date, then Seller's representations and warranties shall thereafter be void and of no force or effect.

6.4 **Intentionally Deleted.**

6.5 **Subsequent Changes.** If Seller becomes aware of any fact or circumstance which would materially and adversely change one of its foregoing representations or warranties, then Seller will give notice of such changed fact or circumstance to Buyer, provided that, notwithstanding anything to the contrary contained in this Agreement and for all purposes hereunder a representation by Seller which is true and accurate in all material respects as of the Effective Date and thereafter becomes untrue or inaccurate in any material respect shall not be deemed to be a misrepresentation by Seller or constitute a basis for Buyer to terminate this Agreement unless such representation became untrue solely by reason of Seller's conduct or

default of its covenants under this Agreement pertaining to the period between the Effective Date and Closing (“**Seller Default Caused Misrepresentation Qualification**”). Upon Buyer becoming aware or having knowledge of, by any means, of any fact or circumstance which evidences a material breach by Seller of its representations or warranties contained herein or which would otherwise constitute a material breach thereof by Seller, which material breach is not cured by the Closing Date, Buyer, then, subject in all respects to the Seller Default Caused Misrepresentation Qualification, as its sole remedy, shall have the option of (i) waiving the breach of warranty or change, and proceeding with the Close of Escrow, or (ii) terminating this Agreement, in which event the Deposit and any other funds deposited by Buyer into the Escrow and all interest earned thereon shall be returned to Buyer, and any other costs to be paid by Buyer in accordance with the terms of Section 2.2.2 of this Agreement. Any such election shall be made by Buyer not later than three (3) Business Days from Buyer becoming aware of such fact.

6.6 **Seller Indemnity.** Subject to Section 9.4 below, Seller shall, effective from and after the Closing Date, as the sole and exclusive obligation of Seller with respect to the representations and warranties of Seller set forth in Section 6.1 above, indemnify, defend and hold Buyer harmless from and against any actual, direct damages (including reasonable out-of-pocket attorneys’ fees and other legal costs but specifically excluding any consequential, speculative or punitive damages) which are incurred by Buyer after the Closing in connection with any litigation commenced by Buyer in accordance with Section 6.1 above, and which Buyer can prove would not have been incurred but for any inaccuracy as of the Closing Date (but subject in all respects to Seller Default Caused Misrepresentation Qualification) in the representations and warranties of Seller set forth in the Section 6.1 above subject to Section 6.5 and Section 6.6. Notwithstanding anything to the contrary contained in this Agreement, Seller’s indemnification obligations hereunder, and Buyer’s right to recovery, shall in all events and at all times be subject to and limited by the provisions of Section 9.4 below.

6.7 **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that the following matters are true and correct as of the Effective Date and will also be true and correct as of the Closing:

6.7.1 **Valid Organization; Legal Power; Duly Authorized; Requisite Action.** Buyer is a political subdivision of California validly existing under the laws of the State of California and is authorized to own its property and conduct its business in each jurisdiction where it is required to be so authorized. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Buyer, and is and will be legal, valid, and binding obligations of Buyer (except as may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally). All requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein and by the Closing all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby. By the Closing no consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party shall be required for Buyer to consummate the

transaction contemplated by this Agreement, which has not been obtained. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

## **ARTICLE 7** **COVENANTS**

7.1 **Insurance.** Until the Closing, Seller shall keep the Property insured against fire, vandalism and other loss, damage and destruction with the substantially same coverage, policy limits and deductible amounts as are currently maintained by Seller.

7.2 **Operation of Property.** Until the Closing, Seller shall operate and maintain the Property in the manner as Seller has previously done, in all material respects.

7.3 **Capital Improvements.** From and after the Effective Date, Seller shall not undertake, and shall not be obligated to undertake, any capital improvements or material alterations or renovations to the Property without Buyer's prior written consent, which shall be given or denied in Buyer's sole discretion. If Seller undertakes any capital improvements or material alterations or renovations to the Property it shall do so at its sole cost and expense and Buyer shall have the right to cancel this contract if in its commercially reasonable determination the improvements or material alterations or renovations diminish the value of the Property.

7.4 **New Contracts.** From and after the Effective Date, Seller shall not enter into any new contract or other agreement, affecting the Property, which would survive the Closing and which would be binding upon Buyer, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; Notwithstanding the foregoing, Seller shall expressly be permitted to enter into new Leases or modify or extend such Leases with income eligible tenants referred to Seller by the County's Department of Behavioral Health or other County department, as long as it does so in a reasonable manner and in the ordinary course of business, and so long as any such tenant shall have a personal choice voucher covering the payment of their monthly rent at the HUD amount.

## **ARTICLE 8** **"AS-IS" SALE**

8.1 **Disclaimer of Representations and Warranties by Seller.** EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN THIS AGREEMENT, INCLUSIVE OF SECTION 6.1 OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT NEITHER SELLER NOR ANY OF SELLER'S AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE AND IS NOT NOW MAKING, AND BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE PHYSICAL, STRUCTURAL OR

ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS COMPLIANCE WITH LAWS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY WITH QUALIFIED PERSONNEL AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER ACKNOWLEDGES THAT MANY OF THE PROPERTY RECORDS WERE PREPARED BY OR OBTAINED FROM A PRIOR OWNER OF THE PROPERTY WHO MAY HAVE COMMITTED FRAUD. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE SELLER FROM ANY AND ALL CLAIMS THAT BUYER MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION, EXCEPT TO THE EXTENT ARISING OUT OF (I) A BREACH BY SELLER OF A REPRESENTATION OR WARRANTY (SUBJECT TO THE LIMITATIONS OF TIME AND MONEY SET FORTH IN SECTION 9.4 HEREIN) MADE HEREIN, (II) A BREACH BY SELLER OF THIS AGREEMENT, OR ANY CLAIM ARISING FROM ANY ACT OF FRAUD BY SELLER, OR (III) ANY THIRD- PARTY CLAIM FOR PERSONAL OR PROPERTY DAMAGE ARISING PRIOR TO THE CLOSING AND NOT RESULTING FROM ACTS OR OMISSIONS OF BUYER OR ANY OF ITS AGENTS TAKEN IN BREACH OF THIS AGREEMENT. BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS (LATENT AND APPARENT).

BUYER FURTHER ACKNOWLEDGES THAT "**NATURAL HAZARDS**" DESCRIBED IN THE FOLLOWING CALIFORNIA CODE SECTIONS ("**NATURAL HAZARD LAWS**") MAY AFFECT THE PROPERTY: GOVERNMENT CODE SECTIONS 8589.4 AND 8589.3; GOVERNMENT CODE SECTIONS 51183.4 AND 51183.5 (FIRE HAZARD SEVERITY ZONE); PUBLIC RESOURCE CODE SECTION 2621.9 (EARTHQUAKE FAULT ZONE); PUBLIC RESOURCE CODE SECTION 2694 (SEISMIC HAZARD ZONE); AND PUBLIC RESOURCE CODE SECTION 4136 (WILDLAND AREA). BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS HAD THE OPPORTUNITY TO INDEPENDENTLY EVALUATE AND INVESTIGATE WHETHER ANY OR ALL OF SUCH NATURAL HAZARDS AFFECT THE PROPERTY AND SELLER SHALL HAVE NO LIABILITIES OR OBLIGATIONS WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT BUYER KNOWINGLY AND INTENTIONALLY WAIVES ANY DISCLOSURES, OBLIGATIONS OR REQUIREMENTS OF SELLER WITH RESPECT TO NATURAL HAZARDS, INCLUDING, WITHOUT LIMITATION, ANY DISCLOSURE OBLIGATIONS OR REQUIREMENTS UNDER THE AFOREMENTIONED CODE SECTIONS OR UNDER CALIFORNIA CIVIL CODE SECTION 1102.

IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 25359.7, BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS INFORMED BUYER THAT THERE MAY BE HAZARDOUS MATERIALS LOCATED ON THE PROPERTY, AND THAT BUYER IS ADVISED TO FULLY INVESTIGATE THE EXISTENCE OF ANY HAZARDOUS MATERIALS AT THE PROPERTY.

8.2 **Buyer's Release of Seller.**

8.2.1 **Seller Released From Liability.** Subject only to Article 6 above, and the obligations of Seller hereunder which this Agreement specifically provides shall survive the Closing, Buyer, for itself and each other Buyer Party, hereby waives any right to recover from and fully and irrevocably releases Seller and Seller's employees, officers, directors, representatives, agents, advisors, attorneys, affiliates, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations acting on Seller's behalf (the "**Seller Released Parties**") from any and all claims, responsibility and/or liability that Buyer or any other Buyer Party may now have or hereafter acquire against any of the Seller Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related in any way to the Property. This release includes claims of which Buyer, and any other Buyer Party is presently unaware or which Buyer and any other Buyer Party does not presently suspect to exist which, if known by Buyer or any other Buyer Party, would materially affect Buyer's or such other Buyer Party's release of the Seller Released Parties; provided, however, in no event shall the foregoing release by Buyer include any claims relating to or arising from Seller's fraud, gross negligence or willful misconduct. Buyer, for itself and each other Buyer Party, specifically waives the provision of any statute or principle of law, which provides otherwise.

**BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:**

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

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Buyer's Initials

8.2.2 **Claims Under Environmental Laws.** As used herein, (a) "**Environmental Laws**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended, or the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.), as amended, the applicable provisions of the California Public Health and Safety Code, as amended, or any similar federal, state or local law, ordinance, rule or regulation applicable to the Property, including any principles of common law or common law theories; and (b)

**“Hazardous Substances”** means any hazardous, toxic or dangerous waste, substance or material, any pollutant or contaminant, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde or asbestos; and (c) **“Unknown Environmental Liabilities”** means future obligations to remediate Hazardous Substances which are located on or in any of the Property prior to the Closing and unknown to Seller, whether or not such Hazardous Substance is disclosed by (i) any of the Property Records, (ii) any and all reports, tests, studies and test results prepared by third parties which are obtained by Buyer or prepared by or on behalf of Buyer with respect to the Property, whether obtained prior to or after the Effective Date, including those involving the structural, geologic, environmental or other condition of the Property, and/or (iii) any other source prior to the Closing. Without limiting any of the other provisions of this Article 9 and notwithstanding the provisions of any Environmental Laws to the contrary, (i) Unknown Environmental Liabilities relating to the Property which exist on or before the Closing shall be borne solely by Buyer, and (ii) Seller shall be deemed to be released from all Unknown Environmental Liabilities pursuant to Section 8.2.1 above.

8.3 **Survival.** The foregoing provisions of this Article 8, including the waivers and releases by Buyer, shall survive the Closing and the recordation of the Deed, and shall not be deemed merged into the Deed or other documents and instruments delivered at Closing.

## **ARTICLE 9** **REMEDIES**

9.1 **Liquidated Damages; Seller’s Remedies.** IN THE EVENT THE CLOSING DOES NOT OCCUR DUE TO BUYER’S BREACH, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER AS A RESULT THEREOF. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IF BUYER BREACHES THIS AGREEMENT AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL, EXCEPT AS OTHERWISE PROVIDED HEREIN, BE, AS SELLER’S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AND AS THE FULL, AGREED AND LIQUIDATED DAMAGES FOR SUCH BREACH, AN AMOUNT EQUAL TO THE DEPOSIT (INCLUDING ALL INTEREST EARNED THEREON). IN THE EVENT OF ANY SUCH BREACH BY BUYER, UNLESS OTHERWISE SPECIFIED, UPON NOTICE FROM SELLER THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT AND RETAIN SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER; PROVIDED, HOWEVER, THAT THIS LIQUIDATED DAMAGES PROVISION SHALL NOT LIMIT SELLER’S RIGHT TO (A) RECEIVE REIMBURSEMENT FOR OR RECOVER DAMAGES IN CONNECTION WITH BUYER’S INDEMNITY OF SELLER PROVIDED HEREIN, (B) RECEIVE DAMAGES RECOVERABLE BY SELLER AGAINST BUYER IF BUYER IMPROPERLY RECORDS A LIS PENDENS OR OTHER DOCUMENT OR INSTRUMENT AGAINST THE PROPERTY, AND/OR (C) PURSUE ANY AND ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY

IF FOLLOWING ANY TERMINATION OF THIS AGREEMENT, BUYER OR ANY OTHER BUYER PARTY ASSERTS ANY CLAIMS OR RIGHT TO THE PROPERTY THAT WOULD OTHERWISE DELAY OR PREVENT SELLER FROM HAVING CLEAR, INDEFEASIBLE AND MARKETABLE TITLE TO THE PROPERTY. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY AND IS NOT INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

9.2 **Buyer's Remedies.** Subject to Section 9.4 below, in the event the Closing does not occur as provided herein by reason of any default by Seller, then Buyer shall elect, as Buyer's sole and exclusive remedy, either to: (a) terminate this Agreement by giving Seller timely written notice of such election prior to or upon the Closing Date, and Buyer shall be entitled to recover from Escrow Holder the entire Deposit, together with all interest accruing thereon, then held by Escrow Holder; or (b) seek specific performance of Seller's obligation to sell the Property pursuant to this Agreement, in which event there shall be no reduction of the Purchase Price and Buyer shall not be entitled to recover any damages (whether actual, direct, indirect, consequential, punitive or otherwise) notwithstanding such failure or breach by Seller; provided, however, that Buyer shall only be entitled to pursue specific performance if Buyer is not in default under this Agreement. Notwithstanding the foregoing to the contrary, no notice of termination for Seller's default given by Buyer hereunder shall be of any force or effect if Seller fully cures the default to Buyer's reasonable satisfaction within five (5) Business Days after Seller's receipt of any such termination notice. If Buyer duly elects to terminate or is deemed to have elected to terminate this Agreement pursuant to clause (a) above, then the Deposit together with any interest thereon shall be returned to Buyer, neither party shall have any further rights or obligations under this Agreement except for the Surviving Obligations, and Buyer shall and hereby agrees in such event to waive any and all right to file or record any lis pendens or any other lien or encumbrance against the Property or to seek specific performance or other equitable relief or to seek or recover from Seller any damages (including any actual direct, indirect, consequential, punitive or other damages). The foregoing remedies set forth in subclauses (a) and (b) hereinabove are Buyer's sole and exclusive remedies with respect to Seller's default, and Buyer waives any and all other remedies as may be available at law or in equity in connection with Seller's default.

9.3 **Reserved.**

9.4 **Limitation of Seller's Liability.** Subject to the limitations and other provisions of this Agreement, Seller's total liability with respect to a breach of any of Seller's representations, warranties, covenants or other obligations contained in this Agreement or in any document or instrument executed and delivered by Seller at Closing (including any indemnity obligations of Seller in this Agreement or in any such document or instrument) is limited to an amount equal to fifteen percent (15.0%) of the Purchase Price (the "**Liability Cap**"). In computing the aggregate amount of claims for the foregoing purpose, Seller's liability shall be reduced by the amount of any insurance proceeds and any indemnity, contribution or similar payment received by Buyer from any third party with respect thereto less expenses incurred by Buyer in collecting any such insurance proceeds and third-party payments. The foregoing limitation on liability shall survive the Closing or any earlier termination of this Agreement and shall not diminish or otherwise affect Buyer's waivers and releases in ARTICLE 8 of this Agreement.

**ARTICLE 10**  
**CONDEMNATION**

10.1 If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to a Material Portion of the Property (as defined below), and the same is not dismissed prior to the Closing Date, Buyer shall be entitled, as Buyer's sole remedy, to terminate this Agreement upon written notice to Seller (a) within five (5) Business Days following notice by Seller to Buyer of such condemnation or the threatened condemnation or (b) on the Closing Date, whichever occurs first; provided, however, that Buyer shall have no right to terminate or renegotiate this Agreement if such eminent domain proceeding (or any steps preliminary thereto) shall be initiated as an alternative means to acquire the Property for the benefit of Buyer or any public entity or agency, whether directly or indirectly affiliated therewith or wholly unaffiliated. For purposes of this Section 10.1, a "**Material Portion of the Property**" shall mean that portion of the Real Property and Improvements which, if taken or condemned, would reduce the value of the entire Property subject to this Agreement by more than thirty percent (30%) of the Purchase Price. If Buyer elects to terminate this Agreement under this Section 10.1, the Deposit shall be returned to Buyer and thereafter neither party shall have any further rights or obligations under this Agreement, except for the Surviving Obligations. If Buyer waives (or is deemed to have waived) the right to terminate this Agreement as a result of such a condemnation, then despite such condemnation, Seller and Buyer shall proceed to Closing in accordance with the terms of this Agreement with no reduction in the Purchase Price, and Seller shall assign to Buyer at Closing, as part of the Intangible Personal Property, all of Seller's right, title and interest in and to all proceeds resulting or to result from said condemnation.

**ARTICLE 11**  
**CASUALTY DAMAGE**

If, prior to the Closing, any of the Improvements are damaged by fire or other casualty (collectively, "**Casualty**"), promptly after Seller obtains actual knowledge of such Casualty, Seller shall deliver to Buyer written notice thereof ("**Casualty Loss Notice**") together with Seller's determination as to whether the damage constitutes a Material Damage (as defined below). For the purposes of this Article 11, "**Material Damage**" shall mean damage to the Improvements which is either (A) of such nature that the cost of restoring the Improvements to their condition prior to the Casualty will, in Seller's reasonable determination, exceed thirty percent (30%) of the Purchase Price, whether or not such damage is covered by insurance or (B) uninsured and Seller does not elect to credit Buyer with an amount equal to the actual cost to repair such uninsured Casualty. If, prior to the Closing, the Improvements sustain Material Damage by a Casualty, Buyer may, at Buyer's option, terminate this Agreement by delivering written notice thereof to Seller and Escrow Holder within the earlier of (a) five (5) Business Days after Buyer's receipt of the Casualty Loss Notice or (b) the Closing Date. If the Improvements are damaged by a Casualty which is a Material Damage, and Buyer does not elect to terminate this Agreement or if Buyer fails to deliver written notice of termination within the time period set forth hereinabove for a Material Damage, then: (i) the parties shall proceed to close this transaction for the Purchase Price and in accordance with the other terms of this Agreement; and (ii) Seller shall assign to Buyer all of Seller's rights in the resulting casualty insurance proceeds. If the Closing occurs after the Improvements are

damaged by a Casualty which is not a Material Damage, then Seller shall reasonably cooperate with Buyer, at no cost or expense to Seller, to assist Buyer in collecting casualty insurance proceeds from Seller's insurer. If Buyer elects to terminate this Agreement under this Article 11, the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement, except for the Surviving Obligations.

## **ARTICLE 12** **MISCELLANEOUS**

12.1 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the parties hereto.

12.2 **No Assignment.** Buyer hereby acknowledges and agrees that Buyer may not assign its rights under this Agreement or to the Property at any time without the prior written consent of Seller, which consent may be withheld in Seller's commercially reasonable discretion, and any such assignment shall automatically be deemed null and void and a material default by Buyer hereunder; provided, that Buyer may assign this Agreement to a special purpose entity established for the sole purpose of owning and operating the Property and controlled by or under common control with Buyer ("**Buyer Affiliate**"). Buyer shall provide Seller with notice of such permitted assignment at least three (3) days prior to the Closing Date which notice shall include a copy of the assignment agreement which shall provide that (i) the permitted assignee assumes all of Buyer's obligations hereunder, and (ii) that Buyer shall not be released with respect to any of its obligations or liabilities under this Agreement.

12.3 **Notices.** Any notice, communication, request, reply or advice (collectively, "**Notice**") provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by delivering the same to such party in person, (b) by electronic mail, concurrently followed by a "hard" copy of same delivered to the party by personal delivery or overnight delivery pursuant to clauses (a) or (c) hereof, or (c) by nationally recognized overnight delivery service. Notices given in accordance with the foregoing shall be deemed given or sent (i) upon receipt in the case of clause (a) above, (ii) upon the sending of such transmission in the case of clause (b) above, and (iii) upon delivery (as confirmed by such overnight delivery service's online tracking function) in the case of clause (c) above. For the purposes of notice, the addresses of Seller, Buyer are set forth below. Notices may be sent by the attorneys for the respective parties and each such Notice so served shall have the same force and effect as if sent by such party.

**Buyer:**

San Bernardino County  
560 E Hospitality Lane, Suite 200  
San Bernardino, California 92415-  
Attn: Community Development and Housing Agency Director  
Email: carrie.harmon@cdh.scbounty.gov

With a copy to:

Goldfarb & Lipman LLP  
1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
Attn: Rafael Yaquián  
Email: ryaquian@goldfarblipman.com

With a Copy to:

State of California Department of Justice  
300 South Spring St., Suite 1702  
Los Angeles, CA 90013-1230  
Attn: Jack Nick, Deputy Attorney General  
Email: jack.nick@doj.ca.gov

**Seller:**

MP G Street, LLC  
c/o Medalist Partners  
777 Third Avenue, Suite 1402  
New York, New York 10017  
Attn: William Goldsmith and Robert Chiperfield  
Email: William.goldsmith@medalistpartners.com;  
Robert.chiperfield@medalistpartners.com

With a copy to:

Foley & Lardner LLP  
1000 Louisiana Street, Suite 2000  
Houston, Texas 77002  
Attn: Kevin P.M. Garland  
Email: kevin.garland@foley.com

12.4 **Time of the Essence.** Time is of the essence in all things pertaining to the performance of this Agreement by Buyer including, without limitation, performing its closing obligations on the Closing Date.

12.5 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California. The proper venue for any claims, causes of action or other proceedings concerning this Assignment shall be in the state and federal courts located in the County of San Bernardino, State of California.

12.6 **Business Days.** If any date or any period provided for in this Agreement shall end on a day that is not a Business Day, the applicable date or period shall be extended to the first Business Day following such day. For the purposes of this Agreement, “**Business Days**” shall mean any day other than a Saturday, a Sunday or a Federal holiday on which Buyer’s offices are closed for business in San Bernardino County, California.

12.7 **No Recordation.** Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof or any affidavit pertaining hereto, and any such recordation shall constitute a material default hereunder by Buyer, whereupon this Agreement shall, at the option of Seller, terminate and be of no further force and effect and the Deposit shall be immediately delivered to Seller.

12.8 **Multiple Counterparts.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes) and each signature page to this Agreement may be executed separately and then attached hereto. If authorized by law, the parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

12.9 **Severability.** If any provision of this Agreement or application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby.

12.10 **Third-Party Beneficiaries.** Nothing contained in this Agreement shall under any circumstances whatsoever be deemed or construed, or be interpreted, as making any third party a beneficiary of any term or provision of this Agreement.

12.11 **Further Actions.** Buyer and Seller shall execute or cause to be executed all such instruments or agreements as may be reasonably necessary in order to carry out the purpose of this Agreement, and each party shall do all other acts reasonably necessary or reasonably requested by the other to carry out the intent and purpose of this Agreement.

12.12 **Participation in Drafting.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Seller and Buyer each acknowledge that they participated equally in the drafting of this Agreement and, accordingly, no court construing this Agreement shall construe it more stringently against one party than any other.

12.13 **No Partnership/Fiduciary Relationship.** The parties acknowledge and agree that the relationship created by this Agreement between Seller and Buyer is one of contract only, and that no partnership, joint venture or other fiduciary or quasi-fiduciary relationship is intended or in any way created hereby.

12.14 **Exculpation.**

12.14.1 **Seller Exculpated Parties.** Notwithstanding anything to the contrary contained herein, no direct or indirect member, partner, manager or other entity having a direct or indirect interest in, or management responsibility for, Seller (a “**Seller Parent**”), and no officer, director, trustee, shareholder, employee or other representative

of Seller or of a Seller Parent (collectively, inclusive of Seller Parents, the “**Seller Exculpated Parties**”), shall have any liability under this Agreement whatsoever, and no Seller Exculpated Party shall now or hereafter be deemed to have any liability for, or have otherwise guaranteed, any obligations or other actions of Seller hereunder or otherwise relating to the transaction contemplated hereby, except with respect to Buyer’s rights by statute to seek to recover proceeds of the Purchase Price actually distributed or paid by Seller to Seller’s partners. Except with respect to Buyer’s rights by statute to seek to recover proceeds of the Purchase Price actually distributed or paid by Seller to Seller’s partners, Buyer, together with its successors and assigns, hereby irrevocably and unconditionally, now and forever (i) releases, remises, acquits and discharges each Seller Exculpated Party from and against any and all claims for relief, controversies, suits, actions, causes of action, liabilities, obligations, judgments, damages, expenses, claims, counterclaims, cross-claims or demands, in law or in equity, asserted or unasserted, express or implied, foreseen or unforeseen, real or imaginary, suspected or unsuspected, known or unknown, liquidated or non-liquidated, of any kind or nature or description whatsoever relating to this Agreement and transactions relating thereto, and (ii) covenants not to sue any Seller Exculpated Party on account of this Agreement or transactions relating thereto.

12.14.2 **Buyer Exculpated Parties.** Notwithstanding anything to the contrary contained herein, no direct or indirect member, partner, manager or other entity having a direct or indirect interest in, or management responsibility for, Buyer (a “**Buyer Parent**”), and no officer, director, trustee, shareholder, employee or other representative of Buyer or of a Buyer Parent (collectively, inclusive of Buyer Parents, the “**Buyer Exculpated Parties**”), shall have any liability under this Agreement whatsoever, and no Buyer Exculpated Party shall now or hereafter be deemed to have any liability for, or have otherwise guaranteed, any obligations or other actions of Buyer hereunder or otherwise relating to the transaction contemplated hereby. Seller, together with its successors and assigns, hereby irrevocably and unconditionally, now and forever (i) releases, remises, acquits and discharges each Buyer Exculpated Party from and against any and all claims for relief, controversies, suits, actions, causes of action, liabilities, obligations, judgments, damages, expenses, claims, counterclaims, cross-claims or demands, in law or in equity, asserted or unasserted, express or implied, foreseen or unforeseen, real or imaginary, suspected or unsuspected, known or unknown, liquidated or non-liquidated, of any kind or nature or description whatsoever relating to this Agreement and transactions relating thereto, and (ii) covenants not to sue any Buyer Exculpated Party on account of this Agreement or transactions relating thereto.

12.15 **Electronic Signatures.** Buyer and Seller each (i) have agreed to permit the use of electronic signatures in order to expedite the execution of this Agreement, (ii) intends to be bound by its respective electronic signature, (iii) is aware that the other will rely on such electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement based on the fact that a signature was sent by electronic transmission only.

12.16 **California Required Plumbing Fixtures Disclosure.** Seller makes no representation as to the status of any water-conserving plumbing fixtures as required by California Civil Code Section 1101.5(a). Seller will not install any such water-conserving

plumbing fixtures prior to closing and Buyer agrees that, to the extent required, it shall be solely liable for the installation of such fixtures at the Property following the closing as Buyer's sole cost and expense. This disclosure complies with the requirements of California Civil Code Section 1101.5(e).

12.17 **Disclosure Requirements**. On or before the Closing, the Seller agrees and acknowledges that it will comply with the requirement to submit an executed Levine Act-Campaign Contribution Disclosure in the form attached hereto as Exhibit J, incorporated herein by this reference.

[Signature Pages Follow]

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

**SELLER:**

**MP G STREET, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: William Goldsmith

Title: Authorized Signatory

**BUYER:**

**SAN BERNARDINO COUNTY,**  
a political subdivision of the State of California

\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED TO  
THE CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

\_\_\_\_\_  
Deputy

APPROVED AS TO LEGAL FORM:

LAURA FEINGOLD  
County Counsel

By: \_\_\_\_\_

Name: Suzanne Bryant

Title: Deputy County Counsel

Dated: \_\_\_\_\_, 2026

**ACCEPTANCE BY ESCROW HOLDER**

Chicago Title Company, referred to in this Agreement as the “Escrow Holder,” hereby acknowledges that it received this Agreement executed and delivered by Seller and Buyer on February \_\_\_\_, 2026 and accepts the obligations of and instructions for the Escrow Holder as set forth herein. Upon receipt thereof, the Escrow Holder hereby agrees to hold and distribute the Deposit in accordance with the terms and provisions of this Agreement.

Dated: February \_\_\_\_, 2026

Chicago Title Company

By: \_\_\_\_\_

Name: Jessica Kuo

Title: Escrow Officer

**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

The land referred to in this report is situated in the City of San Bernardino, the County of San Bernardino, State of California, and is described as follows:

Parcel 1:

That portion of Lots 6 and 7, Block 26, of City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 1, Described as follows:

Beginning at a point 100 feet North of the Southeast corner of said Lot 7, thence West 201 feet; thence North 70 feet; Thence East 201 feet; thence South 70 feet to the point of beginning.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Parcel No 2:

The South 50 feet of the East 200 feet of Lot 7, Block 26, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 7, Page(s) 1 of Maps, in the office of the County recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Parcel No. 2A:

The North 50 feet of the North 99.45 feet of Lot 8, Block 26, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 7, page 1 of maps, records of said county.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Parcel No. 3:

That portion of Lot 7, Block 26, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 7, Page 1 of Maps, Records of said county, described as follows:

Commencing at a point 50 feet North of the Southeast corner of said Lot 7; thence North 50 feet; -thence West 200 feet; Thence South 50 feet; thence East 200 feet to the point of beginning.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Assessor's Parcel Numbers(s): 0134-093-10-0-000, 0134-093-11-0-000, and 0134-093-44-0-000

**EXHIBIT B**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO, AND  
MAIL TAX STATEMENTS TO:

[        ]  
[        ]  
[Attention:    ]

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APN: 0134-093-10-0-000, 0134-093-11-0-000, and 0134-093-44-0-000 (Above Space For Recorder's Use Only)

The undersigned Grantor hereby declares:

Documentary Transfer Tax is \$0.00, computed on the full value of the property conveyed.

City and County of San Bernardino, State of California.

Exempt from transfer taxes per R&T Code Section 11922.

**GRANT DEED**

THIS GRANT DEED (this “**Deed**”) is executed as of \_\_\_\_\_, 2026, from **MP G STREET, LLC**, a Delaware limited liability company (“**Grantor**”) to **SAN BERNARDINO COUNTY**, a political subdivision of the State of California (“**Grantee**”).

**WITNESSETH:**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby grant, bargain and sell, unto Grantee, all of Grantor’s right, title and interest in all the real property more particularly described on Exhibit A attached hereto and made a part hereof, together with all of Grantor’s right, title and interest in all buildings, improvements, fixtures, easements, tenements, hereditaments, and appurtenances of every kind or nature belonging thereto (hereinafter collectively referred to as the “**Property**”).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor does hereby execute this Deed as of the date and year first above written.

**GRANTOR**

**MP G STREET, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: William Goldsmith

Title: Authorized Signatory

[Acknowledgement Page Follows]

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 \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2026, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)

**CERTIFICATE OF ACCEPTANCE  
(Pursuant to Government Code 27281)**

This is to certify that the interest in real property, conveyed by that certain Grant Deed dated as of \_\_\_\_\_, 2026, from MP G Street, LLC, a Delaware limited liability company, to San Bernardino County, a political subdivision of the State of California (the "**Grantee**"), located in San Bernardino County, State of California, is hereby accepted by and consent to recordation of the Grant Deed in the Office of the Recorder of San Bernardino County, State of California, is hereby given by the undersigned, its duly authorized officer.

Dated: \_\_\_\_\_, 2026

**GRANTEE:**

COUNTY OF SAN BERNARDINO, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Luther Snoke, Chief Executive Officer

APPROVED AS TO FORM:

LAURA FEINGOLD,  
COUNTY COUNSEL

By: \_\_\_\_\_  
Suzanne Bryant,  
Deputy County Counsel

**ACKNOWLEDGMENT**

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 \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2026, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)

**ACKNOWLEDGMENT**

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 \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2026, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (Seal)

**EXHIBIT A TO DEED**

**PROPERTY DESCRIPTION**

The land referred to in this report is situated in the City of San Bernardino, the County of San Bernardino, State of California, and is described as follows:

Parcel 1:

That portion of Lots 6 and 7, Block 26, of City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 7 of Maps, Page 1, Described as follows:

Beginning at a point 100 feet North of the Southeast corner of said Lot 7, thence West 201 feet; thence North 70 feet; Thence East 201 feet; thence South 70 feet to the point of beginning.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Parcel No 2:

The South 50 feet of the East 200 feet of Lot 7, Block 26, in the City of San Bernardino, County of San Bernardino, State of California, as per Map recorded in Book 7, Page(s) 1 of Maps, in the office of the County recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Parcel No. 2A:

The North 50 feet of the North 99.45 feet of Lot 8, Block 26, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 7, page 1 of maps, records of said county.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Parcel No. 3:

That portion of Lot 7, Block 26, in the City of San Bernardino, County of San Bernardino, State of California, as per plat recorded in Book 7, Page 1 of Maps, Records of said county, described as follows:

Commencing at a point 50 feet North of the Southeast corner of said Lot 7; thence North 50 feet; -thence West 200 feet; Thence South 50 feet; thence East 200 feet to the point of beginning.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying Below a depth of 500 feet, without the right of surface entry.

Assessor's Parcel Numbers(s): 0134-093-10-0-000, 0134-093-11-0-000, and 0134-093-44-0-000

## EXHIBIT C

### FORM OF BILL OF SALE AND GENERAL ASSIGNMENT

This BILL OF SALE AND GENERAL ASSIGNMENT (“**Bill of Sale**”) is made and entered into as of \_\_\_\_\_, 2026 (the “**Effective Date**”) by and between **MP G STREET, LLC**, a Delaware limited liability company (“**Assignor**”) and **SAN BERNARDINO COUNTY**, a body corporate and politic of the State of California (“**Assignee**”).

#### R E C I T A L S :

A. Assignor and Assignee entered into that certain Agreement of Sale and Purchase and Joint Escrow Instructions dated February \_\_, 2026 (“**Agreement**”) with respect to the sale and purchase of the “Property” described therein. All capitalized terms used herein shall have the meanings ascribed to such terms in the Agreement;

B. Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Intangible Personal Property, the Service Contracts (including those contracts set forth on Exhibit A attached hereto) and the Tangible Personal Property, as such terms are defined in the Agreement, and Assignee desires to accept such assignment and to assume and perform all of Assignor’s covenants and obligations in and under the Intangible Personal Property and the Service Contracts.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Intangible Personal Property, the Service Contracts and the Tangible Personal Property from and after the Effective Date.

2. Assumption and Acceptance. Assignee hereby accepts the above assignment and transfer and expressly assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor under the Intangible Personal Property and the Service Contracts from and after the Effective Date.

3. No Warranties. Except as set forth in the Agreement, Assignee does hereby covenant with Assignor, and represents and warrants to Assignor, that Assignor is assigning and transferring all of the Intangible Personal Property, the Service Contracts and the Tangible Personal Property to Assignee (to the extent assignable for any of the Intangible Personal Property and to the extent the Service Contracts do not limit or restrict such right) without any warranty of any kind or nature. This Assignment shall not be construed as a representation or warranty by Assignor as to the transferability or enforceability of any or all of the Intangible Personal Property, or the Service Contracts, and Assignor shall have no liability to Assignee in the event that any or all of the Intangible Personal Property, or the Service Contracts (a) are not transferable to Assignee or (b) are cancelled or terminated by reason of this Assignment or any acts of Assignee.

4. Dispute Costs. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Bill of Sale or concerning the meaning or interpretation of any provision contained herein, each party, including the prevailing party, shall pay its own costs and expenses of such dispute, including without limitation, its own attorneys' fees and costs.

5. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one document. If authorized by law, the parties shall be entitled to manually sign and transmit this Bill of Sale by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Bill of Sale via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Bill of Sale upon request.

6. Limited Liability. This Assignment is made without recourse and without any express or implied representation or warranty of any kind or nature, other than as expressly provided Assignor in the Agreement. Assignee on Assignee's own behalf and on behalf of Assignee's agents, members, partners, employees, representatives, successors and assigns hereby agrees that in no event or circumstance shall any of the members, partners, employees, representatives, officers, shareholders, directors or agents of Assignor have any personal liability under this Assignment, or to any of Assignee's creditors, or to any other party in connection with the Property.

7. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by the laws of the State of California. The proper venue for any claims, causes of action or other proceedings concerning this Assignment shall be in the state and federal courts located in the County of San Bernardino, State of California.

[Signature Page Follows]

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

**ASSIGNOR:**

**MP G STREET, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: William Goldsmith  
Title: Authorized Signatory

**ASSIGNEE:**

**SAN BERNARDINO COUNTY,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Luther Snoke  
Title: Chief Executive Officer

APPROVED AS TO LEGAL FORM:  
LAURA FEINGOLD  
County Counsel

By: \_\_\_\_\_  
Suzanne Bryant, Deputy County Counsel

**EXHIBIT A to Bill of Sale and General Assignment**

**SERVICE CONTRACTS**

**EXHIBIT D**  
**INTENTIONALLY DELETED**

## EXHIBIT E

### FORM OF ASSIGNMENT & ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (“Assignment”), is made and dated for reference purposes as of \_\_\_\_\_, 2026 (the “Effective Date”), by and between **MP G STREET, LLC**, a Delaware limited liability company (“Assignor”), and **SAN BERNARDINO COUNTY**, a political subdivision of the State of California (“Assignee”), both of whom may be referred to herein as the “Parties” and each of whom may be referred to herein as a “Party.”

#### RECITALS

A. Assignor and Assignee are parties to that certain Agreement of Sale and Purchase and Joint Escrow Instructions, dated February \_\_\_\_, 2026 (“Purchase Agreement”). Unless otherwise expressly defined herein, capitalized terms used herein without definition shall have the same meaning ascribed to such terms in the Purchase Agreement.

B. This Assignment is being made pursuant to the Purchase Agreement for the purpose of memorializing the assignment to Assignee all of Assignor’s right, title and interest in and to only those Leases set forth on Exhibit A attached hereto and incorporated herein by reference.

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

1. Assignment of Leases and Rents. Subject to the provisions of the Purchase Agreement, as of the Effective Date, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts the assignment of, all of: (i) Assignor’s right, title and interest in, to and under the Leases; (ii) rents, issues and profits and other payments by any and all lessees under the Leases (“Rent”) which may hereafter become due pursuant to any of the Leases pertaining to all or part of the Property.

2. Assumption of Obligations. Subject to the provisions of the Purchase Agreement, by execution of this Assignment, as of the Effective Date, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon the lessor or landlord under the Leases accruing on or after the Closing.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective Parties hereto.

4. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by the laws of the State of California. The proper venue for any claims, causes of action or other proceedings concerning this Assignment shall be in the state and federal courts located in the County of San Bernardino, State of California.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. If authorized by law, the parties shall be entitled to manually sign and transmit this Assignment by electronic means (whether by facsimile, PDF, or email transmission) and

are entitled to electronically sign and transmit this Assignment via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Assignment upon request.

6. Cooperation. Assignor hereby agrees to and shall execute and deliver to Assignee any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

7. Dispute Costs. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Agreement or concerning the meaning or interpretation of any provision contained herein, each party, including the prevailing party, shall pay its own costs and expenses of such dispute, including without limitation, its own attorneys' fees and costs.

8. No Other Assignment. Assignor warrants represents, and covenants to Assignee that it is the sole owner of the Leases and has full right to assign the Leases and rents due or to become due thereunder and that, to Assignor's actual knowledge, there has been no previous encumbrance or assignment of the Leases and that no rent for any period subsequent to the Effective Date has been collected for more than one month in advance of the time when the said rent become or would become due under the terms of the Leases.

[Signature Page Follows]

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

**ASSIGNOR:**

**MP G STREET, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: William Goldsmith  
Title: Authorized Signatory

**ASSIGNEE:**

**SAN BERNARDINO COUNTY,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Luther Snoke  
Title: Chief Executive Officer

APPROVED AS TO LEGAL FORM:  
LAURA FEINGOLD  
County Counsel

By: \_\_\_\_\_  
Suzanne Bryant, Deputy County Counsel

**EXHIBIT A**  
**TO ASSIGNMENT AND ASSUMPTION OF LEASES**  
**LEASES**

**EXHIBIT F**

**FORM OF USE RESTRICTION**

**EXHIBIT G**  
**PERSONAL PROPERTY**

**EXHIBIT H**  
**SERVICE CONTRACTS**

**EXHIBIT I**  
**LEASES**

## **EXHIBIT J**

### **Levine Act- Campaign Contribution Disclosure**

#### LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE

#### **(formerly referred to as Senate Bill 1439)**

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: MP G Street LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Greg Richter (CEO)
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
<u>Medalist Partners Asset-Based Private Credit Master Fund III-B, L.P.</u>	<u>Sole Member</u>

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<del>Asheys...</del> <u>MP G Street LLC</u>	<u>Foley + Lardner LLP</u> <u>Kevin P.M. Garland (attorneys)</u>	<u>&gt; 12 mo.</u>
<u>MP G Street LLC</u>	<u>Robert Chipperfield</u> <u>William Goldsmith (employees)</u>	<u>&gt; 12 mo.</u>

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County

or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
NONE	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If no, please skip Question No. 10.

Yes  If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

*Kevin P. M. Garland*  
attorney for contractor