

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made between CFRE Holdings I, LLC, a Delaware limited liability company ("**SELLER**"), and San Bernardino County, a body corporate and politic of the State of California ("**BUYER**"), each of them a "**Party**" and jointly the "**Parties**", is entered into as of the date the last of the Parties executes this Agreement ("**Effective Date**").

RECITALS

- A. SELLER is the owner of the fee simple interest in certain real property containing approximately 2.60 acres, improved with a two-story office building totaling approximately 39,600 square feet ("**Building**"), located at 8163 Rochester Avenue, Rancho Cucamonga, CA 91730 (commonly known as Assessor's Parcel Number 0229-023-06), and more particularly described in the legal description attached hereto as Exhibit "A" (the "**Real Property**"), and together with the Building, the "**Property**")
- B. The entirety of the Building at the Real Property is subject to that certain Lease between Footchester Partners I, LLC and Wolff/Lang/Christopher Architects, Incorporated, a California corporation ("**Existing Tenant**") dated December 5, 2006 ("**Existing Lease**") for a term that is currently scheduled to expire on February 28, 2026. Seller is the successor landlord under the Existing Lease.
- C. SELLER agrees to sell and BUYER agrees to purchase the Property on the terms and conditions stated in this Agreement.

AGREEMENT

Based upon the foregoing recitals, which are incorporated herein by this reference and made a part hereof, the mutual covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and BUYER agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Subject to all of the terms, conditions, and provisions of this Agreement and the Existing Lease, and for the consideration herein set forth, the SELLER agrees to sell to BUYER, and BUYER agrees to purchase from the SELLER, all of SELLER's right, title, and interest to the Property as described in Exhibit "A" attached hereto.

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including all of SELLER's right, title, and interest to the Property, is the total sum of **TWELVE MILLION AND 00/100 U.S. Dollars (\$12,000,000.00)** ("**Purchase Price**"), which shall be deposited with Escrow Holder in accordance with this Agreement..

1.3 The consummation of this transaction shall occur through escrow, which will be handled by Chicago Title, 9090 Milliken Ave, Suite #100, Rancho Cucamonga, CA 91730 ("**Escrow Holder**").

1.4 Independent Consideration Payment. Within ten (10) Business Days of the Escrow Opening Date (as defined in Section 3.1), BUYER shall deliver to SELLER, through escrow, the sum of One Hundred and 00/100 U.S. Dollars (\$100.00) (the "**Independent Consideration Payment**"),

as independent consideration for BUYER's right to purchase the Property and to terminate this Agreement on or prior to the expiration of the Due Diligence Period and for SELLER's execution, delivery, and performance of this Agreement. The Independent Consideration Payment is non-refundable and shall be retained by SELLER notwithstanding any other provision of this Agreement.

2. DUE DILIGENCE REVIEW.

2.1 Inspections. BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property from eight o'clock A.M. (8:00 A.M.) to 6 o'clock P.M. (6:00 P.M.) Pacific Standard Time, Monday through Friday, and upon at least forty-eight (48) hours' prior notice to SELLER for purposes of notice pursuant to this Section 2.1 only to isg@logicCRE.com, during the Due Diligence Period (or earlier termination of this Agreement) for the purpose of conducting due diligence tests and inspections of the Property, including (but not limited to) surveys and architectural, engineering, geotechnical and environmental inspections and tests, a physical inspection of the Property, and an investigation of the condition of title to the Property, as BUYER deems necessary; provided, however, that BUYER shall not have any right to conduct any invasive or destructive testing (meaning any boring or digging into the ground) on the Real Property without SELLER's written consent, such consent not to be unreasonably withheld, and provided further, that SELLER shall have the right to condition any such inspections on the terms of the Existing Lease in any manner reasonably needed to avoid a default by SELLER as landlord thereunder. BUYER shall provide to SELLER for its review a proposed written protocol for invasive or destructive testing not less than five (5) Business Days prior to the date BUYER intends to commence such testing. . BUYER acknowledges and agrees that, at SELLER's election, which shall be made in writing within forty-eight (48) hours after receipt of BUYER's notice, a representative of SELLER shall be present during any entry and activities by BUYER's Agents upon the Property, provided that the scheduling of such SELLER Representative's presence shall not unreasonably delay BUYER or BUYER's Agents entry and activities. The conduct of BUYER's Agents upon the Property shall not unreasonably disrupt SELLER's or any other party's use of the Property at any time and BUYER shall cooperate with SELLER to reasonably schedule BUYER/s inspections of the Property so as to minimize any such disruptions. BUYER shall promptly repair any damage caused to the Property as a result of BUYER's or BUYER's Agents entry on the Property and shall restore the Property after any such entry to its condition at the time immediately preceding such entry by BUYER's Agents, reasonable wear and tear excluded. BUYER's repair and restoration obligations shall survive the termination of this Agreement. The "**Due Diligence Period**" shall mean the sixty (60) Business Day period following the Effective Date. A "**Business Day**" is any day on which the offices of the San Bernardino County, California Recorder are open to the public for business. A "**Calendar Day**" or "**calendar day**" shall mean each day shown on the calendar beginning at midnight, including all weekends and San Bernardino County holidays. All inspections shall be performed by BUYER at BUYER's sole cost and expense.

BUYER shall maintain through self-insurance, and shall ensure that BUYER's Agents maintain, commercial general liability insurance coverage with respect to any entry, inspections, investigations, tests or studies of the Property by BUYER or BUYER's Agents pursuant to the provisions hereof. Such insurance coverage maintained by BUYER (through self-insurance) or BUYER's Agents shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, be primary and non-contributing with any other insurance available to SELLER, and shall insure the contractual liability of BUYER with respect to the indemnities set forth in Section 2.2 below, and shall name SELLER as an additional insured. Prior to any entry on the Real Property as permitted above, BUYER shall deliver to

SELLER an insurance certificate together with an additional insured endorsement, in form and substance reasonably acceptable to SELLER, which shows SELLER as an additional insured on BUYER's commercial general liability insurance policy with coverage as provided above. BUYER shall also be allowed to self-insure.

Within five (5) Business Days after the Effective Date, SELLER shall deliver to BUYER copies of all plans, surveys, specifications, studies, reports, test results, and other documents pertaining to the physical, geological, or environmental condition of the Property that is in the possession of SELLER ("**Property Documents**"). SELLER shall not be obligated to provide or procure any documents not in its possession as of the Effective Date of this Agreement.

BUYER shall be solely responsible for any and all CEQA compliance required by BUYER in all respects relating to the execution and consummation of this Agreement for the contemplated purchase and use of the Property.

2.2 Hazardous Materials; Indemnification. BUYER shall be solely responsible for all due diligence regarding any hazardous materials at the Property it deems necessary during the Due Diligence Period, provided that, subject to Section 4, as of the Effective Date of this Agreement, SELLER has, to SELLER's knowledge, disclosed all known conditions of the Property pertaining to condition and hazardous materials. BUYER shall keep the Property free from all liens caused by reason of the inspections, tests, investigations, studies and examinations performed by BUYER and BUYER's Agents and BUYER shall indemnify, defend and hold harmless SELLER from and against any and all obligations, liabilities, claims, damages, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) for injury to persons or damage to property to the extent arising from the acts or omissions of BUYER or BUYER's Agents during any of its respective entry, examinations, inspections, tests or restoration on the Property, and such indemnity obligations shall survive the Closing, or the earlier termination of this Agreement, as applicable, except that BUYER shall not be liable for the mere discovery of any adverse or pre-existing conditions relating to the Property.

2.3 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason in BUYER's sole and absolute discretion, BUYER may terminate this Agreement by giving written notice of termination to SELLER and Escrow Holder ("**Due Diligence Termination Notice**") on or before the expiration of the Due Diligence Period, and except for any provisions that expressly survive the termination of this Agreement, the Parties shall have no further obligations hereunder. Unless the Agreement is earlier terminated and subject to prior coordination with SELLER, BUYER may request access to the Property after the Due Diligence Period to facilitate the Close of Escrow. In the event that BUYER fails to deliver BUYER's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall have conclusively been deemed to have waived its right to terminate this Agreement pursuant to this Section 2.3. In the event BUYER desires to shorten the Due Diligence Period and proceed to Closing, BUYER may, in its sole and absolute discretion, deliver a written notice to the SELLER at any time on or before the expiration of the Due Diligence Period ("**Proceed to Closing Notice**"); in which case, the Due Diligence Period shall end on the date SELLER receives the Proceed to Closing Notice and each party shall acknowledge in writing the resulting Due Diligence Period end date and the Closing Date. The BUYER's Director of the Real Estate Services Department shall have the authority on behalf of BUYER to exercise BUYER's rights in this Section 2.3 and deliver the Due Diligence Termination Notice or the Proceed to Closing Notice, as applicable.

2.4 Review of Title. Following the Effective Date of this Agreement, BUYER will obtain a preliminary title report issued by a title company of BUYER's choice ("**Title Company**") and such Title

Company shall provide all underlying title documents (collectively, the "**Preliminary Title Report**") and BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("**Survey**"). The BUYER's review period for the Preliminary Title Report and the Survey shall mean the period from the Effective Date through the date that is forty-five (45) Business Days after the Effective Date ("**BUYER's Title Review Period**"). At any time during BUYER'S Title Review Period, BUYER shall notify SELLER in writing ("**BUYER's Title Notice**") of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If BUYER does not give such notice by the expiration of BUYER's Title Review Period, then it shall conclusively be deemed that BUYER waives all Title Objections other than any delinquent taxes or assessments that encumber the Property, any deeds of trust, mortgages, or any other instruments that secure the repayment of funds that encumber the Property, or any judgments, liens or other monetary encumbrances that encumber the Property excluding nondelinquent taxes and assessments. If BUYER does timely provide BUYER's Title Notice with Title Objections, SELLER shall have ten (10) Business Days after receipt thereof to notify BUYER that SELLER (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER.

SELLER's failure to notify BUYER within such ten (10) Business Day period as to any Title Objections that SELLER is willing to endeavor to cure or cause to be insured over shall be deemed an election by SELLER not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If SELLER notifies or is deemed to have notified BUYER that SELLER shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, BUYER shall have five (5) Business Days after the expiration of SELLER's ten (10) Business Day period to respond to SELLER to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing. If BUYER does not give notice within the said five (5) Business Day period, BUYER shall be deemed to have elected to waive the Title Objections pursuant to this Section 2.4 and proceed to Closing. In the event this Agreement is cancelled pursuant to this Section 2.4, then except for any provisions that expressly survive the termination of this Agreement, the parties shall have no further obligations hereunder. If SELLER elects to cure by removing or insuring over the Title Objections, SELLER shall cause same to occur by Closing.

BUYER shall have the right to request any supplement to the Preliminary Title Report or the Survey, and if any such supplement discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of the BUYER's Title Review Period, or if any exceptions are added to the Preliminary Title Report as a result of Title Company's receipt and review of any ALTA Survey prepared on behalf of BUYER, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER's Title Notice with respect to such new title matter shall be the expiration of the Due Diligence Period.

2.5 "As-Is" Condition of Property. BUYER acknowledges and agrees that BUYER has been given or will be given before the expiration of the Due Diligence Period, at BUYER's own cost and expense, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of BUYER's choosing, including, without limitation: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, access, soils, geology and any ground water; (ii) the existence, quality, nature, adequacy, and physical condition of utilities or infrastructure serving the Property; (iii) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (v) the compliance of the Property or the Property's operation with any applicable codes, laws, regulations, statutes, ordinances, covenants,

conditions and restrictions, of any governmental or quasi-governmental entity or any other person or entity; (vi) the presence of Hazardous Materials (as defined below) on, under or about the Property or the adjoining or neighboring property; (vii) the quality of any labor and materials used in any improvements on or benefiting the Property; (viii) condition of title to the Property; (ix) the economics of the present or future operation of the Property; and (x) all other matters of any significance affecting the Property whether physical in nature or intangible in nature, such as the political climate with respect to the governmental agencies that have jurisdiction over the Property, development of the Property or the construction of improvements on the Property. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (OTHER THAN THOSE MADE BY SELLER EXPRESSLY HEREIN), EXPRESS OR IMPLIED, FROM SELLER, SELLER'S AGENTS OR BROKERS, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THOSE ITEMS AND ASPECTS OF THE SUBJECT PROPERTY REFERENCED IMMEDIATELY ABOVE.

2.6 Release of SELLER by BUYER.

(a) Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

i. "SELLER's Representatives" means SELLER's affiliates, lenders, constituent partners, owners, corporate members, officers, directors, employees, representatives, contractors, and agents, and each of them, and their respective heirs, successors, personal representatives and assigns.

ii. "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), the Clean Water Act (33 U.S.C. Section 1251 *et seq.*), the Safe Drinking Water Act (42 U.S.C. Section 3001 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*), the Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*), the California Hazardous Waste Control Law (California Health and Safety Code Sections 25100-25600), the Porter-Cologne Water Quality Control Act (California Health and Safety Code Section 1300 *et seq.*), the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 *et seq.*) and all other applicable state and local laws and regulations and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters.

iii. "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under any Environmental Laws; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, and (E) asbestos.

(b) Release. Without limiting Section 2.5 above, BUYER, on behalf of

BUYER and BUYER's successors and assigns, hereby waives, fully releases and forever discharges SELLER and SELLER's Representatives from any and all claims, actions, demands, costs, losses, liabilities, damages, and expenses whatsoever, direct or indirect, which BUYER now has or which may arise in connection with the Property, including, without limitation, any physical conditions relating to the Property; provided, however, that such waiver and release shall not apply to (i) SELLER's representations, warranties, and obligations under this Agreement or under any agreements executed and delivered by SELLER at the Closing, or (ii) any intentional fraud by SELLER or SELLER Representatives. BUYER's release shall be binding upon BUYER and BUYER's successors and assigns. In connection with the foregoing release, BUYER hereby acknowledges that such waiver and release is made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such waiver, and that such waiver is made with the full knowledge, understanding and agreement that California Civil Code Section 1542 provides as follows, and that the protection afforded by said Code Section is hereby waived:

"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."

Upon completion of the Closing, the foregoing release shall be deemed to be restated and made again as of the Closing Date.

SELLER's Initials _____ BUYER's Initials _____

3. ESCROW.

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 1.3. Escrow shall be deemed open upon the date BUYER delivers a fully executed copy of this Agreement to Escrow Holder ("**Escrow Opening Date**") with a courtesy notice to SELLER in writing of such delivery, which shall occur by no later than ten (10) Business Days after the Effective Date of this Agreement. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's acceptance attached hereto, deliver copies to SELLER and BUYER, and notify SELLER and BUYER of the Escrow Opening Date and the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is thirty (30) Business Days following the expiration of the Due Diligence Period ("**Closing Date**"). The terms "**Close of Escrow**" and/or the "**Closing**" shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER conveyance of the Property to BUYER.

3.2 Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

3.3 Reserved.

3.4 Deliveries by SELLER. On or before the Business Day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) the Grant Deed for the Property in

substantially the form attached hereto as Exhibit "B" ("**Grant Deed**"), duly executed and acknowledged by SELLER; (ii) the Escrow costs and prorations for which SELLER is responsible pursuant to this Agreement; (iii) an original of the Closing Statement described in Section 3.6, duly executed by SELLER; (iv) two counterparts of an assignment of the Existing Lease in substantially the form set forth in Exhibit "D", duly executed by SELLER; (v) a tenant estoppel certificate dated no more than ten (10) business days prior to the Closing Date from the tenant under the Existing Lease in substantially the form set forth in Exhibit "E"; and (vi) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement. On the Closing Date, SELLER shall deliver to BUYER all keys to the Property in Seller's possession.

3.5 Deliveries by BUYER. On or before the Business Day preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder: (i) the Purchase Price, (ii) the Escrow costs and prorations for which BUYER is responsible pursuant to this Agreement, (iii) an original of the Closing Statement described in Section 3.6, duly executed by BUYER, (iv) the certificate of acceptance affixed to the Grant Deed, duly executed and acknowledged by BUYER; (v) two counterparts of an assignment of the Existing Lease in form reasonably acceptable to SELLER and BUYER, duly executed by the BUYER; and (vi) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.6 Closing Statement. No later than four (4) Business Days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations made pursuant to this Agreement.

3.7 Closing, Recording and Disbursements. On the Closing Date, and provided all of the SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Sections 3.11.1 and 3.11.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) *Recording.* Escrow Holder shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County, California.

(b) *Delivery of Documents and Funds.* Escrow Holder shall deliver to BUYER all of the items listed in Section 3.4 above which were delivered by SELLER to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed with the Recorder's Office in San Bernardino County, California upon Close of Escrow. Escrow Holder shall deliver the Purchase Price to SELLER by wire transfer as provided in written instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow.

3.8 Taxes. Real property taxes will not be prorated between SELLER and BUYER in Escrow. Upon recordation of the Grant Deed, BUYER will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing SELLER shall pay through Escrow or out of SELLER proceeds, the full amount of the installment applicable for the period up to the Closing Date. SELLER shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by SELLER and applicable to any period from and after the Closing Date. The taxing authority will notify SELLER of any refund due SELLER resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. SELLER retains the right, following Close of Escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

3.9 Payment of Costs; Rent. SELLER shall pay for the premium for the standard coverage owner's Title Policy referred to in Section 3.11.2(b); provided, however, that the amount SELLER shall be required to pay for the Title Policy shall not exceed the cost of a CLTA standard owner's policy of title insurance in the amount of the Purchase Price, excluding the cost of any endorsements or extended coverage to be as set forth therein, which shall be paid by BUYER. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be divided equally and other costs and charges will be paid in customary manner to real estate transfers in San Bernardino County, California; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between BUYER and SELLER in accordance with customary practice in the county in which the Property is located. BUYER and SELLER shall each be responsible for their respective attorneys' fees and costs for this Agreement. Rent under the Existing Lease shall be prorated as of the Closing (on the basis of actual delays elapsed and a 30 day month). Any delinquent rent attributable to any period prior to the Closing shall remain the property of SELLER, and BUYER shall have no claim thereto and no responsibility of any kind with respect thereto not expressly contained in this Agreement. SELLER may, following Closing, exercise reasonable collection efforts but shall not have the right to initiate any litigation including but not limited to unlawful detainer or lease termination proceedings nor interfere with the tenant's continued occupancy and use of its premises under the Existing Lease or BUYER's rights to receive rent and any other amounts due from tenant under the Existing Lease for any period from and after Closing. SELLER shall indemnify, defend, and hold BUYER harmless for any and all costs, expenses, or liabilities incurred by BUYER in connection with SELLER's collection of delinquent rent, which shall survive the termination of this Agreement. Any rent collected by BUYER after Closing from tenants having delinquent rent as of the Closing Date shall be applied first to the reasonable costs of collecting delinquent rent, second to payment of rent and other obligations due after Closing, and third to delinquent rent that relate to periods prior to the Closing (which amounts shall be payable to SELLER by BUYER, if received). If SELLER receives any payment of rents and other amounts after the Closing from tenants having no delinquent rents, and all or a portion of such rent is for the period on and after the Closing Date, SELLER shall immediately pay such portion of rent and other amounts to BUYER.

3.10 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

3.11 Conditions to Close of Escrow.

3.11.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to sell the Property to BUYER and close the Escrow upon the satisfaction, or

written waiver by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**SELLER Conditions to Closing**”):

(a) *Delivery of Document and Funds.* BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property. BUYER shall have deposited with Escrow Holder the Independent Consideration Payment, Purchase Price, and the Escrow and closing costs for which BUYER is responsible to pay and all other sums required of BUYER by this Agreement.

(b) *Representations and Warranties.* All representations and warranties made by BUYER in this Agreement are true and correct in all material respects on the Effective Date and as of the Closing as though made at each time.

(c) *No Default under the Agreement.* BUYER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured) and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

(d) Reserved.

(e) .Reserved.

3.11.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**BUYER Conditions to Closing**”):

(a) *Delivery of Documents and Funds.* SELLER shall have timely executed and deposited into Escrow the Grant Deed and all Escrow and closing documents required to be submitted by SELLER in order to accomplish the close of Escrow for the Property. SELLER shall have deposited with Escrow Holder the Escrow and closing costs for which SELLER is responsible to pay and all other sums required of SELLER by this Agreement.

(b) *Title Policy.* The Title Company is unconditionally and irrevocably committed to issue to BUYER at Closing a CLTA standard coverage owner's title policy, or, upon BUYER's request and subject to the Title Company having confirmed in writing that BUYER has satisfied all requirements for the issuance of, an ALTA extended coverage owner's policy of title insurance (provided BUYER shall be responsible for any Survey costs associated therewith and BUYER must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) Business Days prior to the Closing Date and BUYER shall be responsible for the additional cost of the extended coverage), insuring BUYER's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the “**Approved Title Exceptions**”): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under BUYER; (iv) items disclosed by the Survey and Preliminary Title Report (including any supplements) and approved or deemed waived by BUYER pursuant to the title review provisions in Section 2.4; and (v) any Title Objections that neither SELLER nor the Title Company has agreed to

remove from title or insure over ("**Title Policy**"). Notwithstanding anything to the contrary herein, if endorsements are required to cure defects in title and SELLER has agreed to provide such endorsements as a means of curing such title defects, then SELLER shall pay for such endorsements.

(c) *Estoppel Certificate. Estoppel Certificates.* On or before the date that is five (5) Business Days prior to the Closing Date (the "**Estoppel Delivery Date**"), BUYER shall have received an Estoppel Certificate, dated no more than ten (10) business days prior to the Closing Date from the tenant under the Existing Lease in a form reasonably agreed by the parties.

(d) *CEQA.* The requirements under the California Environmental Quality Act, as amended (CEQA), shall have been complied.

(e) *Non-Foreign Affidavit.* SELLER shall have executed and deposited into Escrow a Non-Foreign Affidavit as required by federal law.

(f) *Representations and Warranties.* All representations and warranties made by SELLER in this Agreement are true and correct in all material respects on the Effective Date as of the Closing as though made at each time.

(g) *No Default under Agreement.* SELLER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

(h) *Encumbrances.* There are no encumbrances on the Property except for Approved Title Exceptions.

(i) *Service Contract Termination.* SELLER shall have canceled and terminated all agreements relating to the Property with service providers effective as of the Closing Date, and provided BUYER with written evidence of same.

(j) *Federal Head Start Program Approval.* BUYER shall have received written approval from the Federal Head Start Program for the purchase of the Property at the Purchase Price, BUYER and the Office of Head Start shall have executed a grant agreement for a grant award in the amount of the Purchase Price, and BUYER shall be in receipt of the grant funds in the amount of the Purchase Price.

(k) *Possession.* The physical condition of the Property, including without limitation, the Building and any other improvements thereon, shall be substantially the same on the Closing Date as on the Effective Date, loss by casualty and condemnation pursuant to Section 7.17 excepted. SELLER shall deliver possession of the Property to BUYER on the Closing Date subject to the Existing Lease but otherwise free from any tenants, occupants, or users and any trash and debris.

3.11.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each Party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition. Waiver. Each Party may at any time or times, waive any of their respective Conditions to Closing in this Section 3.11, as set forth above, to their respective obligations hereunder, but any such waiver shall be effective only if contained in writing, signed, and delivered to the other party. Escrow

Termination. In the event each of the Conditions to Closing in this Section 3.11, as set forth above, is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived, any party hereto may at its option terminate this Agreement and the Escrow(s) opened hereunder, provided that party is not in default of this Agreement beyond any applicable notice and cure periods. No termination under this Agreement shall release any Party then in default from liability for such default. In the event that a Party, having the right of termination hereunder based on the failure of a Condition to Closing set forth herein, does not provide such termination notice, such Condition to Closing shall be deemed to have been satisfied, approved or waived, effective as of the Closing. In the event this Agreement is terminated pursuant to this Section 3.11.5, all documents and funds delivered to Escrow Holder shall be returned immediately to the respective Parties and, except for any provisions that expressly survive the termination of this Agreement, the Parties shall have no further rights or obligations under this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

4.1 SELLER Representations and Warranties. SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date and shall survive only until the date that is twelve (12) months after the Closing (the “**Expiration Date**”). For purposes of this Agreement, the phrase “to SELLER’s knowledge” or words to similar effect, shall mean the actual current knowledge of Tony Coelho, excluding any constructive, imputed, or implied knowledge and/or duty of inquiry.

(a) Tony Coelho is the singular person on behalf of SELLER who is most knowledgeable with respect to the subject matter set forth in SELLER’s representations and warranties under this Section 4.1.

(b) SELLER’s execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which SELLER is a party or by which it is bound.

(c) SELLER owns the Property in fee simple, without leases or other use agreements (oral or in writing) or leasehold interests except the Existing Lease as of the Effective Date and SELLER has the full right, power, and lawful authority to sell the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by SELLER has been fully authorized by all requisite actions on the part of SELLER. Any and all leasing commissions due to the brokers under the Existing Lease and all tenant improvement obligations and allowances to the tenant under the Existing Lease have been fully paid and satisfied by SELLER and no such commissions, obligations, concessions, or inducements shall become payable.

(d) To SELLER’s knowledge, there are no pending or threatened actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property, whether criminal, civil, or administrative and SELLER has not received any notices thereof.

(e) SELLER has not received any notices and has no knowledge of any violation or threatened violations of any laws, ordinances, rules, regulations, or requirements of any governmental agency, body or subdivision affecting or relating to the Property whether criminal, civil, or administrative.

(f) SELLER is not the subject of a current or pending bankruptcy proceeding.

(g) To SELLER's knowledge, there are no hazardous materials (as defined in Section 2.6(a)(iii)) that are present at the Property.

(h) SELLER has not received any notices or communications regarding any hazardous materials (as defined by California Health and Safety Code Section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) that exists at the Property or a violation of any environmental laws that exists at the Property.

4.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date, and shall survive only until the Expiration Date:

(a) BUYER has the full right, power, and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by BUYER have been fully authorized by all requisite actions on the part of BUYER.

(b) BUYER's execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which BUYER is a party or by which it is bound.

(c) BUYER is not the subject of a current or pending bankruptcy proceeding.

4.3 Notifications Regarding Representations and Warranties. No claim by either party for breach of a representation and warranty given hereunder shall be actionable or payable if (i) such claim is not filed and served prior to the Expiration Date, or (ii) the breach in question results from or is based on a condition, state of facts or other matter which was known by the party instituting such claim prior to Closing. Notwithstanding anything to the contrary set forth in this Agreement, each party's liability for any breach or default of any of its respective representations and warranties under this Agreement (including, without limitation, any attorneys' fees, court costs and disbursements), shall be limited to claims that cumulatively exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00), and each party's aggregate liability for any and all claims arising out of the other Party's breach of its representations and warranties shall not exceed an amount equal to Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

5. SELLER COVENANTS.

5.1 SELLER hereby covenants with BUYER, as follows:

(a) Operation of Property. Subject to Sections 5.1(c) and 5.1(d) below, from the Effective Date until the Close of Escrow, SELLER shall operate and maintain the Property in a manner generally consistent with the manner in which SELLER has operated and maintained the Property prior to the Effective Date.

(b) Provide Copies of Notices. SELLER shall, from the Effective Date until the Close of Escrow, furnish BUYER with a copy of all notices received by SELLER from any governmental authority or other person or entity of any alleged violation of any law, statute,

ordinance, regulation or order of any governmental or public authority relating to the Property within two (2) Business Days following SELLER's receipt thereof.

(c) Leases. From the Effective Date until the Close of Escrow, SELLER shall not, (i) without BUYER's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, execute any new leases, licenses, or other use and occupancy agreements at the Property; nor (ii) execute any amendments to the Existing Lease without BUYER's consent in its sole and absolute discretion.

(d) Service Contracts. The parties agree that SELLER (i) shall not assign any service contracts to BUYER upon the Close of Escrow, and (ii) shall terminate all service contracts with respect to the Property effective as of the Closing Date. SELLER shall not without the prior written consent of BUYER, which consent shall not be unreasonably withheld, conditioned or delayed, execute any new service contracts or renew any service contracts for the Property from and after the Effective Date until the Close of Escrow.

6. DEFAULTS.

6.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.

6.2 Rights and Remedies are Exclusive. The rights and remedies of the Parties are exclusively set forth in this Section 6.

6.3 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.4 Default by BUYER. IF CLOSING DOES NOT OCCUR DUE TO BUYER'S MATERIAL DEFAULT HEREUNDER, SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY IN SUCH EVENT SHALL BE TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO BUYER AND TO SEEK LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO \$50,000.00, SELLER WAIVING ALL OTHER RIGHTS OR REMEDIES IN THE EVENT OF SUCH DEFAULT BY BUYER. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A MATERIAL DEFAULT BY BUYER UNDER THIS AGREEMENT WILL BE EXTREMELY DIFFICULT TO ASCERTAIN, AND THAT SUCH LIQUIDATED DAMAGES REPRESENT THE PARTIES' BEST ESTIMATE OF SUCH DAMAGES, AND IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTION 3275 OR SECTION 3369 OF THE CALIFORNIA CIVIL CODE OR ANY SIMILAR PROVISION. THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS OR REMEDIES WITH REGARD TO BUYER'S OBLIGATIONS TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS AS SET FORTH IN THIS AGREEMENT OR TO ANY BREACH BY BUYER OF ANY REPRESENTATION OR WARRANTY CONTAINED HEREIN. NOTWITHSTANDING THE FOREGOING, NO DEFAULT SHALL OCCUR UNTIL NOTICE THEREOF IS GIVEN TO BUYER BY SELLER, DESCRIBING THE NATURE OF THE DEFAULT, AND GIVING BUYER A PERIOD OF 15 BUSINESS DAYS TO CURE THE DEFAULT, IF READILY CURABLE BY THE PAYMENT OF MONEY, OR A PERIOD OF 30 BUSINESS DAYS TO CURE THE DEFAULT, IF NOT READILY

CURABLE BY THE PAYMENT OF MONEY.

6.5 Default by SELLER. If Closing does not occur solely as a result of a material default by SELLER, then BUYER may either (a) terminate this Agreement by delivery of notice of termination to SELLER, whereupon SELLER shall pay any title and/or Escrow fees charged by the Escrow Holder in connection with canceling Escrow, as well as reimburse BUYER for its actual, out-of-pocket costs incurred in pursuing this Agreement not exceeding Twenty-Five Thousand Dollars (\$25,000.00), and, except for any indemnity, any breach by SELLER of any representation or warranty contained herein, for which remedies shall be in accordance with Section 4.3, or other provisions in this Agreement that specifically survive the termination of this Agreement, neither party shall have any further rights or obligations hereunder; or (b) continue this Agreement and bring an action against SELLER for specific performance of this Agreement, provided such action must be filed not later than one hundred eighty (180) days following the scheduled Closing Date. Notwithstanding the foregoing, no default shall occur until notice thereof is given to SELLER by BUYER, describing the nature of the default, and giving SELLER a period of seven (7) business days to cure the default, if readily curable by the payment of money, or a period of twenty (20) business days to cure the default, if not readily curable by the payment of money.

7. MISCELLANEOUS.

7.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) a reliable overnight courier service that provides a receipt showing the date and time of delivery, including (but not limited to) federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. A courtesy copy of any notices delivered in accordance with this subsection shall be concurrently sent via e-mail to the e-mail address identified below, provided that such courtesy e-mail is not intended, nor shall it be deemed to substitute as the effective means of notice delivery or alter the effective date of such notice. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To SELLER: CFRE Holdings I, LLC
c/o Mr. Tony Coelho
6 Trellis Path
Doylestown, PA 18901

with a copy to: Murphy Austin Adams Schoenfeld LLP
Attn: Vincent K. Wong, Esq.
555 Capitol Mall, Ste. 850
Sacramento, CA 95814
Courtesy copy via email to: vwong@murphyaustin.com

with a copy to: Logic Commercial Real Estate
Ms. Cathy Jones, CPA, SIOR, CCIM
3900 S. Hualapai Way, Ste 200
Las Vegas, NV 89147

To BUYER: San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180

Courtesy copy brandon.ocasio@res.sbcounty.gov
via email to:

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if delivered by personal delivery or by overnight courier service, or on the date of receipt or the date the recipient refuses to accept receipt as disclosed on the return receipt if by mail in accordance with this Section 7.1, provided that if the date of receipt is not a Business Day, such notice shall be deemed received on the succeeding Business Day.. The parties to this Agreement shall have the right from time to time, and at any time during the term of this Agreement, to change their respective notice addresses.

7.2 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLER and BUYER shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under any indemnification obligation of the SELLER in this Agreement.

7.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns. This Agreement shall not be assigned or otherwise transferred without the prior written consent of BUYER. Any change in control or ownership of SELLER shall be deemed an assignment requiring BUYER's consent for purposes of this Agreement.

7.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by SELLER and BUYER.

7.6 Prohibited Persons and Transactions. SELLER represents to BUYER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.7 Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin

Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "**Economic Sanctions**" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://ofac.treasury.gov/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the BUYER or the State that SELLER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 calendar days to provide a written response. Termination shall be at the sole and absolute discretion of BUYER.

7.8 Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). SELLER has disclosed to the BUYER using Exhibit "C" – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$500 to any member of the BUYER's Board of Supervisors of San Bernardino County or other BUYER elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of SELLER's proposal to the BUYER, or (2) 12 months before the date this Agreement was approved by the BUYER's Board of Supervisor. SELLER acknowledges that under Government Code section 84308, SELLER is prohibited from making campaign contributions of more than \$500 to any member of the BUYER's Board of Supervisors or other BUYER elected officer for 12 months after the BUYER's consideration of the contract. In the event of a proposed amendment of this Agreement, the SELLER will provide the BUYER a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the BUYER's Board of Supervisors or other BUYER elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the SELLER or by a parent, subsidiary or otherwise related business entity of SELLER.

7.9 Computation of Time. In event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding Business Day. The term "holiday" shall mean all holidays as recognized by BUYER.

7.10 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

7.11 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.12 Real Estate Brokerage Commission. BUYER represents and warrants that no real estate broker or agent is or will be involved in this transaction on behalf of BUYER. SELLER represents and warrants that it is represented by Logic Commercial Real Estate and no other agents or brokers. Any commissions, finders' fees, and/or payments payable to SELLER's real estate broker or agent as a result of this sale of the Property shall be solely payable by SELLER pursuant to a separate

agreement. Each Party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including, without limitation, reasonable attorneys' fees, resulting from a breach of each Party's respective representations and warranties in this Section 7.12.

7.13 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart. 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.

7.14 Exhibits. Exhibits "A", "B", "C" "D" and "E" are attached to this Agreement and are incorporated hereinby this reference and made a part hereof.

7.15 No Withholding as Foreign Seller. SELLER represents and warrants to BUYER that SELLER is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code section 1445 and that it will deliver to BUYER on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

7.16 1031 Exchange. Either party ("**Requesting Party**") may desire to complete the purchase and sale contemplated herein through a tax deferred exchange pursuant to applicable provisions of the Internal Revenue Code, as amended. The other party ("**Nonrequesting Party**") shall cooperate with the Requesting Party in connection with the desired exchange by executing such documentation as may be reasonably necessary to effect the exchange. The Nonrequesting Party shall not be obligated to incur any additional expense or liability or to take title to any real property other than the Property on account of such exchange. If either Party uses a qualified intermediary to effectuate an exchange, any assignment of the rights or obligations of such Party under such assignment shall not relieve, release or absolve such Party of its obligations to the other Party and the Parties expressly acknowledge that, notwithstanding anything to the contrary in this Agreement, in no event shall a Requesting Party's desired exchange extend or postpone the Closing Date. The Requesting Party shall indemnify, defend and hold harmless the Nonrequesting Party from all liability in connection with the Requesting Party's desired exchange.

7.17 Risk of Loss; Condemnation. Except as set forth in this Section 7.17, the entire risk of loss or damage by casualty or condemnation prior to Closing shall be borne and assumed by SELLER. In the event the Property, or any material portion thereof, is substantially destroyed or substantially damaged prior to the Closing, or in the event of the taking of all or any material portion of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, SELLER shall give written notice of such damage to or destruction or taking or proposed taking to BUYER within five (5) days after the occurrence of any damage or destruction or SELLER's receipt of a notice from a condemning authority. BUYER shall have the right, at BUYER's option, to terminate this Agreement by delivering notice to SELLER within five (5) Business Days after receipt of BUYER's notice of such damage or condemnation, in which case, except as otherwise provided herein, the parties shall have no further rights or obligations under this Agreement. Prior to any termination or deemed termination of this Agreement, BUYER shall have the right to participate in any adjustment of the insurance or condemnation claim. If BUYER does not so terminate this

Agreement, then BUYER shall proceed to close with no reduction in Purchase Price, in which event upon the Closing, SELLER, as a condition precedent to BUYER's obligation to proceed with the Closing, shall pay to or assign to BUYER any insurance proceeds plus the amount of any deductible under SELLER's insurance (to the extent not already paid by SELLER), compensation, awards, or other payments or relief resulting from such casualty or condemnation proceedings to the extent applicable or allocable to the Property. As used in this Section 7.17, "material" and "substantial" and derivative terms thereof shall mean damage in excess of Seventy-Five Thousand Dollars (\$75,000.00).

8. BUYER'S BOARD OF SUPERVISORS APPROVAL. This Agreement is subject to and shall have no force or effect on BUYER until and unless first approved by the Board of Supervisors for BUYER and executed by an authorized signatory for BUYER.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

BUYER:
SAN BERNARDINO COUNTY,
a body corporate and politic of the State of
California

SELLER:
CFRE HOLDINGS I, LLC
a Delaware Limited Liability Company

By: _____
Dawn Rowe, Chair
Board of Supervisors

By: _____

Title: Principal

Date: _____

Date: _____

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

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng
Deputy County Counsel

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

_____, 2025

By: _____

Name: _____

Title: _____

Escrow No. _____

EXHIBIT “A”

Legal Description of the Property

(See next page)

EXHIBIT "A"

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6 OF PARCEL MAP NO. 17818, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 226, PAGES 86 AND 87
OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 0229-023-06-0000

EXHIBIT “B”

FORM OF GRANT DEED
(conveyance document)

Follows this page

RECORDING REQUESTED BY:
San Bernardino County
c/o Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of San Bernardino County and is entitled to be recorded without fee subject to Govt. Code 27383 and 6103

A.P.N: 0229-023-06-0000

GRANT DEED

Dept. Code: 11200

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- ☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale

☐ Unincorporated Area ☒ City of Rancho Cucamonga

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CFRE Holdings I, LLC, a Delaware Limited Liability Company

hereby GRANT(S) to **SAN BERNARDINO COUNTY, a body corporate and politic of the State of California, ("Grantee")** the following real property in the City of Rancho Cucamonga, San Bernardino County, State of California, as described as follows:

SEE EXHIBIT "A", LEGAL DESCRIPTION, ATTACHED HERETO AND MADE A PART HEREOF

GRANTOR:

CFRE Holdings I, LLC
a Delaware Limited Liability Company

Dated: _____

Print Name/Title:

MAIL TAX STATEMENTS TO PARTY AS SHOWN ABOVE

EXHIBIT "A"

Legal Description of the Property

(See next page)

EXHIBIT "A"

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 6 OF PARCEL MAP NO. 17818, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 226, PAGES 86 AND 87
OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 0229-023-06-0000

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



SAN BERNARDINO COUNTY
CERTIFICATE OF ACCEPTANCE

APN: 0229-023-06-0000

This is to certify that the interest in real property conveyed by the within instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent of Grantee pursuant to the authority conferred by Resolution #2012-45 adopted on March 27, 2012 by the Grantee's Board of Supervisors and the Grantee consents to recordation thereof by its duly authorized officer/agent.

Dated: _____

By: _____
Terry W. Thompson, Director
Real Estate Services Department



EXHIBIT "C"
LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE
(formerly referred to as SENATE BILL 1439)

SELLER INFORMATION REPORT

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 the matter: (a) Communicate directly with a member of the Buyer's Board of Directors, the County's 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 Buyer or County in a proceeding on the matter for the purpose of influencing the Buyer's decision on the matter; or (c) communicates with Buyer or County employees, for the purpose of influencing the Buyer's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Buyer or County Board or Buyer or County employees for purposes of influencing the Buyer'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 District's Board of Directors or County's 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-subsidary 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.

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

1. Name of Seller: CFRE Holdings I, LLC											
2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)? Yes <input type="checkbox"/> If yes, skip Question Nos. 3 - 4 and go to Question No. 5. No <input checked="" type="checkbox"/>											
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: Name of 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):											
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;">Company Name</th> <th style="width: 50%; padding: 5px;">Relationship</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>			Company Name	Relationship							
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6. Name of agent(s) of Seller:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; padding: 5px;">Company Name</th> <th style="width: 33%; padding: 5px;">Agent(s)</th> <th style="width: 34%; padding: 5px;">Date Agent Retained (if less than 12 months prior)</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>			Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)						
Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)									
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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (3) will be possibly identified in the contract with the Buyer, County or board governed special district:											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%; padding: 5px;">Company Name</th> <th style="width: 33%; padding: 5px;">Subcontractor(s):</th> <th style="width: 34%; padding: 5px;">Principal and/or Agent(s):</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">N/A</td> <td></td> <td></td> </tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>			Company Name	Subcontractor(s):	Principal and/or Agent(s):	N/A					
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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 Fire Protection District Board of Directors, 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 San Bernardino County Fire Protection District Board of Directors, County Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Seller certifies that the statements made herein are true and correct. Seller 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 this matter is pending and for 12 months after a final decision is made by the County.

Signed by:

 Signature

3/29/2025 | 1:23 PM PDT
 Date

Anthony L. Coelho
 Print Name

CFRE Holdings I, LLC

FORM OF ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASES ("Assignment") is made this ____ day of _____, 20__ ("**Assignment Date**") by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

W I T N E S S E T H:

A. Assignor and Assignee entered into that certain Agreement of Purchase and Sale Agreement and Joint Escrow Instructions, dated as of _____, 20__ ("**Agreement**"), respecting the sale of the Property. Capitalized terms used herein and not separately defined have the meanings ascribed to them in the Agreement.

B. Under the Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest in and to the leases set forth on Exhibit A attached hereto and incorporated herein (the "**Leases**"), and security deposits and any pre-paid rents or other sums paid by tenants ("**Tenants**") under the Leases to Assignor ("**Deposits**").

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

1. Effective as of the Assignment Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Leases and the Deposits and Assignee hereby accepts such assignment. Notwithstanding the foregoing or anything to the contrary contained herein, Assignor shall retain all rights, title and interest in and to all Delinquent Rentals (as defined in the Agreement) payable by Tenants, and other rights and claims against any parties, under the Leases arising for the period of time prior to the Assignment Date.

2. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, promptly execute and deliver to Assignee, Assignee's successors, nominees or assigns, such documents as Assignee or they may reasonably request in order to fully assign and transfer to and vest in Assignee or Assignee's successors, nominees and assigns the Leases and the Deposits.

3. Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor as landlord under the Leases accruing or arising on or after the Assignment Date.

4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event each party, including the prevailing party, must bear its own costs and expenses of the action or suit and any appeals therefrom, and enforcement of any judgment in connection therewith, including attorneys' fees, accounting fees, and any other professional fees resulting therefrom.

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

6. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

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

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

"Assignor"

_____,
a _____

By:

Name: _____
Title: _____

"Assignee"

By:

Name: _____
Title: _____

EXHIBIT "E"

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Lease (the "**Lease**") made and entered into as of _____, _____ by and between _____ as Landlord, and the undersigned Tenant, for Premises on the _____ floor(s) of the office building located at _____, certifies to Buyer as follows:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in **Exhibit A** represent the entire agreement between the parties as to the Premises.

2. The undersigned currently occupies the Premises described in the Lease, the Lease Term commenced on _____, and the Lease Term expires on _____, and the undersigned has no option to terminate or cancel the Lease, to lease additional premises at the Building or the Property, or to purchase all or any part of the Premises, the Building and/or the Property.

3. Base Rent became payable on _____.

4. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in **Exhibit A**.

5. Tenant is in possession of the entire premises leased and Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows: _____.

6. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is \$_____.

7. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder, and to Tenant's knowledge, no events have occurred that would constitute a default with the giving of notice or the passage of time. In addition, the undersigned has not delivered any notice to Landlord regarding a default by Landlord thereunder. The Lease does not require Landlord to provide any rental concessions or to pay any leasing brokerage commissions.

8. No rental has been paid more than thirty (30) days in advance and no security has been deposited with Landlord except as provided in the Lease.

9. As of the date hereof, there are no existing defenses, offsets, claims, or counterclaims, or, to the undersigned's knowledge, claims or any basis for a claim, that, the undersigned has against Landlord.

10. If Tenant is a corporation or partnership, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in _____ and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

11. There are no actions pending against the undersigned under the bankruptcy or similar laws of the United States or any state.

12. All tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been

paid in full. All work (if any) in the common areas required by the Lease to be completed by Landlord has been completed and all parking spaces required by the Lease have been furnished and/or all parking ratios required by the Lease have been met.

The undersigned acknowledges and agrees that this Estoppel Certificate is being delivered to a prospective purchaser, and acknowledges that said prospective purchaser will be relying upon the statements contained herein in acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of acquiring such property.

Dated: _____, 20__

"Tenant"

_____,
a _____

By: _____

Its: _____
Hereunto duly authorized