

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

*[10740 4<sup>th</sup> Street, Rancho Cucamonga, California]*

This Purchase and Sale Agreement and Joint Escrow Instructions (this “**Agreement**”) is made and entered into as of January \_\_\_\_, 2025 (the “**Effective Date**”), by and between OMNINET EMPIRE, LLC, a Delaware limited liability company (“**Seller**”) and SAN BERNARDINO COUNTY, or its permitted assignee (“**Buyer**”). Seller and Buyer are each sometimes referred to herein as a “**Party**,” and, collectively, as the “**Parties**.” The Parties are entering into this Agreement with reference to the following facts:

A. Seller owns that certain real property in the City of Rancho Cucamonga, County of San Bernardino, State of California, commonly identified as 10740 4<sup>th</sup> Street, as more particularly described on Exhibit A attached hereto (the “**Land**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Land, together with all of Seller’s right, title and interest in and to (i) any tenements, hereditaments, and/or appurtenances to the Land, including, without limitation, any right, title and interest of Seller in and to any and all wells, water, water rights and ditch rights appurtenant to or used in connection with the Land, and any reversions, remainders, easements, adjacent streets, roads, alleys or rights-of-way (collectively, the “**Appurtenances**”); (ii) any and all structures, fixtures, water wells or other improvements owned by Seller and located on the Land (“**Improvements**”); (iii) that certain personal property owned by Seller located on and used exclusively in connection with the Land and Improvements (but specifically excluding any laptop computers) (the “**Personal Property**”); and (iv) subject to Section 3.3 hereof, all service contracts affecting the Land and Improvements (the “**Contracts**”). The Land, the Appurtenances, the Improvements, the Personal Property, and the Contracts are collectively referred to herein as the “**Property**.”

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

1. Purchase and Sale. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller, pursuant to and in accordance with the terms of this Agreement.

2. Purchase Price. The purchase price for the Property shall be Twenty-One Million Dollars (\$21,000,000) (the “**Purchase Price**”). The Purchase Price shall be payable by Buyer to Seller as follows:

2.1 Deposit. Buyer shall deposit One Hundred Dollars (\$100) (the “**Deposit**”) into an escrow (the “**Escrow**”) with Fidelity National Title Company, Attention: Thomas Szopinski, Email: Thomas.Szopinski@fnf.com, Telephone: (949) 622-5000 (“**Escrow Holder**”) within ten (10) Business Days (as defined below) following the full execution of this Agreement, to be held in Escrow by Escrow Holder in accordance herewith. The Deposit shall be nonrefundable to Buyer under any circumstances, shall be applied towards the Purchase Price, shall be disbursed to Seller upon the Closing or any termination of this Agreement, shall be deemed fully earned by Seller upon the deposit thereof and shall be independent of any other consideration provided hereunder.

2.2 Balance of Purchase Price. The balance of the Purchase Price shall be deposited by Buyer with Escrow Holder no later than one (1) Business Day prior to the Close of Escrow (as defined below), in the form of cash or wire transfer of immediately available funds. All sums deposited on account of the Purchase Price shall be held in Escrow by Escrow Holder in accordance with this Agreement.

3. Inspection Contingencies. The obligation of Buyer to purchase the Property from Seller is contingent upon Buyer's approval (to be exercised in its sole and absolute discretion) of each of the following conditions (the "**Inspection Contingencies**") within the time periods provided:

3.1 Buyer's Approval of Title Matters. On or before five (5) days after the Effective Date, Seller shall cause Escrow Holder to deliver to Buyer a current Title Commitment for the Property issued by Fidelity National Title Company (the "**Title Company**"), leading to the issuance of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price covering Buyer's interest in the Property, together with legible copies of all instruments of record referred to therein (the "**Title Report**"). Seller shall also provide Buyer with a copy of the most recent survey, if any, that Seller has in its possession with respect to the Property (the "**Existing Survey**"), provided that same shall be provided by Seller without representation or warranty of any kind, including, without limitation, as to accuracy or completeness. Buyer shall have the right to obtain a new or updated survey of the Property, provided that the Feasibility Period shall not be extended to accommodate same. Buyer shall have until the date thirty (30) days following the Effective Date to object in writing ("**Buyer's Objection Notice**") to any matters affecting title shown on the Title Report and/or Existing Survey ("**Objections**"). Seller shall have no obligation to remove any Objections. Seller shall have three (3) Business Days after receipt of Buyer's Objections to respond to Buyer, in writing, what Objections, if any, Seller intends to cure. If Seller fails to timely respond, such silence shall be deemed Seller's election not to cure any such Objections (other than monetary encumbrances to be removed in accordance with the last sentence of this Section). The items set forth in the Title Report and/or Existing Survey that are not objected to by Buyer and agreed to be removed by Seller shall hereinafter be referred to as "**Permitted Exceptions**." If Seller gives actual or deemed notice that Seller is unable or unwilling to cure any of the Objections, then Buyer may (a) waive any such Objections or (b) elect, prior to the expiration of the Feasibility Period to terminate this Agreement. If the condition of title to the Property or the Title Report changes prior to the Close of Escrow but after initially reviewed and approved by Buyer (as evidenced by the Title Company's issuance of any amendments to the then current Title Report disclosing additional exceptions), Buyer shall have two (2) Business Days from receipt thereof to deliver a supplement to Buyer's Objection Notice to Seller, and the foregoing process shall again apply, with Seller having two (2) Business Days to respond, and Buyer having two (2) Business Days to react to Seller's response. If necessary to complete such process, the Closing Date shall be appropriately extended to allow such process to be completed. Notwithstanding the foregoing, Seller agrees to cause to be removed as exceptions to title, without the need for Buyer to further object, the lien of any existing deed of trust securing Seller's financing of the Property, any delinquent taxes, and any mechanic's liens relating to work commissioned by, or performed at Seller's direction.

(a) The Parties acknowledge that Seller owns certain other properties which are adjacent to the Property (the "**Adjacent Property**"). Prior to Closing, the Property and the

Adjacent Property shall be subject to a Declaration of Conditions, Covenants, Restrictions and Easements in a form mutually acceptable to both Parties.

3.2 Feasibility Period and Studies. Seller hereby grants Buyer, its agents, contractors and employees, a license to enter on the Property for the purpose of performing physical inspections of the Property, including, without limitation, a Phase I environmental site assessment, and such other feasibility studies with respect to the Property; provided, however, Buyer shall not be permitted to do any invasive testing without Seller's consent in Seller's sole and absolute discretion. If Buyer believes, in its sole and absolute discretion, that, on the basis of any matters disclosed by such feasibility studies, or based on any documents, reports, studies, information or other matters available to Buyer, that the Property is not completely suitable for Buyer's purposes, Buyer shall be entitled to terminate this Agreement by written notice to Seller at any time on or before 3:00 P.M., Pacific Time, on the date ninety (90) days following the Effective Date (such period between the Effective Date and that date being referred to herein as the "**Feasibility Period**," and such deadline being referred to herein as the "**Feasibility Deadline**"). If the Close of Escrow fails to occur, Buyer shall be required to repair any damage caused by Buyer's testing (which obligation shall survive the termination of this Agreement). Buyer's access to the Property shall be further conditioned on, and subject to, the following: (i) Buyer shall provide Seller no less than one (1) Business Day's prior notice of its intended entry, and Seller shall have a right to have a representative present for any such access or inspection; and (ii) Buyer shall provide to Seller evidence by customary Accord certificate that Buyer and each agent entering the Property on Buyer's behalf or at Buyer's request has in full force and effect commercial general liability insurance coverage of no less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, which insurance shall name Seller as an additional insured. Buyer agrees to and shall indemnify, defend and hold harmless Seller and Seller's agents, employees, officers, directors, members, managers, partners, affiliates, property managers, successors and assigns (collectively, the "**Seller Parties**"), from and against any and all claims, demands, suits, actions, liabilities, losses, damages, fees, injuries, judgments, costs and expenses, including reasonable attorneys' fees and costs (collectively, "**Claims**"), in any manner arising out of, or in connection with, Buyer's or its agents', employees', contractors', consultants', members', partners', shareholders', invitees' or licensees' access or activities upon the Property, or any portion thereof. This indemnity shall survive the Close of Escrow or termination of this Agreement.

3.3 Assumed Contracts. On or before three (3) Business Days after the Effective Date, Seller shall cause to be delivered to Buyer copies of all contracts for services provided by vendors in connection with the operation and maintenance of the Property, and Buyer shall have the opportunity to review and elect which of such contracts Buyer will assume upon the Closing and provide written notice of intent to assume such contracts to Seller prior to the Feasibility Deadline; provided, however, Buyer shall not have the right to reject (i.e., Buyer shall be obligated to assume) those contracts which by their terms are non-terminable.

3.4 Approval or Disapproval of Property. Buyer's disapproval of any matters pertaining to the Property shall be delivered in writing to Seller and Escrow Holder prior to the Feasibility Deadline (which notice may be sent by email). Failure by Buyer to timely affirmatively disapprove, in writing, any of the Inspection Contingencies shall be deemed Buyer's approval of its feasibility review and election to proceed with Closing in accordance with this Agreement. If Buyer timely disapproves any matters pertaining to the Property and elects to terminate this

Agreement by written notice to Seller and Escrow Holder as a result thereof prior to the expiration of the Feasibility Period, then this Agreement and the Escrow shall be terminated, and neither Party shall have any further obligations or liabilities to the other (other than the indemnification obligations with respect to Buyer's access to the Property, which obligations shall survive the termination of this Agreement).

4. Information. In furtherance of satisfaction of the Inspection Contingencies, Seller shall provide to Buyer, within three (3) Business Days after the Effective Date, to the extent in Seller's or its property manager's possession, copies of the documents identified on Exhibit B attached hereto (the "**Feasibility Documents**"). Buyer acknowledges that Seller shall not provide and Buyer shall not be entitled to receive from Seller any appraisals, valuation analyses, or other similar economic valuation documents obtained or prepared by or for the benefit of Seller. ANY DOCUMENTS PROVIDED BY SELLER TO BUYER WHETHER OR NOT IDENTIFIED ON EXHIBIT B AS FEASIBILITY DOCUMENTS, SHALL BE DELIVERED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, AS TO ACCURACY OR COMPLETENESS.

5. Title Insurance and Closing Deliveries. At Close of Escrow, and as a condition to Buyer's obligations hereunder, Escrow Holder shall cause to be delivered to Buyer, an ALTA standard coverage owner's policy of title insurance, insuring title in the full amount of the Purchase Price, and subject only to the Permitted Exceptions (the "**Title Policy**"). Seller shall pay the premium for the Title Policy without any endorsements. Buyer may cause the Title Company to issue an ALTA extended coverage owner's policy, provided that (a) issuance of extended coverage shall not be a condition to Closing, and (b) Buyer shall be solely responsible for any additional premiums to have the Title Policy issued in extended-coverage form. Any surveyor required to perform survey work required in connection with the Title Policy shall be engaged by Buyer and the cost therefor shall be paid by Buyer. Whether or not Buyer obtained or attempted to obtain a new or updated survey during the Feasibility Period, any time required to obtain a new survey after the Feasibility Period shall not extend the Closing Date.

6. Closing Documents. At the Close of Escrow, through Escrow, Seller shall execute and deliver to Buyer a Grant Deed in substantially the form of Exhibit C attached hereto (the "**Deed**"), a Bill of Sale in substantially the form of Exhibit D attached hereto, and a Certification of Non-Foreign Status in the form of Exhibit E attached hereto (together with California form 593); and Buyer and Seller shall execute and deliver an Assignment and Assumption of Contracts in substantially the form of Exhibit F attached hereto, and such other customary documents as Escrow Holder reasonably requires.

7. Close of Escrow. The date (the "**Closing Date**") for closing of the transaction (the "**Close of Escrow**" or "**Closing**") shall be thirty (30) Business Days following the Feasibility Deadline, or such earlier date as may be mutually agreed to by the Parties. The Close of Escrow shall occur at the office of Escrow Holder or at such other location as the Parties may mutually agree. All escrow expenses will be divided equally, and other costs and charges will be paid in a customary manner. Real property taxes will not be prorated between Buyer and Seller in Escrow. Upon recordation of the Deed, Buyer will request the cancellation of real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. In the event that Seller has paid

real property taxes attributable to any period following the Closing, Buyer shall request that any such real property taxes be refunded to Seller (and shall cooperate with respect thereto).

7.1 Closing Statement. No, later than three (3) 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.

8. Representations and Warranties of Seller. Seller represents and warrants to, and covenants with Buyer that:

8.1 Authority. The person(s) executing this Agreement on behalf of Seller is/are duly authorized to do so and thereby bind Seller hereto. Seller has all requisite power and authority to enter into and perform this Agreement and to incur the obligations provided for herein and has taken all action necessary to authorize the execution, delivery and performance of this Agreement. This Agreement is valid, binding and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Seller does not and will not result in any violation of, or be in conflict with or constitute a default under any agreement, mortgage, deed of trust, indenture, credit extension agreement, license, security agreement or other instrument to which it is a party, or any judgment, decree, order, statute, rule or governmental regulation.

8.2 Litigation. To Seller’s actual knowledge, except as may be disclosed as part of the Feasibility Documents, there is no suit or proceeding pending with respect to the Property which would, if determined adversely to Seller, materially and adversely (i) affect the use or value of the Property or (ii) affect Seller’s ability to fulfill its obligations under this Agreement.

8.3 Compliance. To Seller’s actual knowledge, except as may be disclosed as part of the Feasibility Documents, Seller has not received written notice of any uncured violations of federal, state, or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Property.

8.4 Bankruptcy. At no time on or before the Closing shall any of the following have occurred with respect to Seller: (i) the commencement of a case under Title 11 of the United States Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (ii) the appointment of a trustee or receiver of any property interest; (iii) an assignment for the benefit of creditors; (iv) an attachment, execution or other judicial seizure of a substantial property interest; (v) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (vi) a dissolution or liquidation, death or incapacity.

8.5 Hazardous Materials. Seller hereby represents and warrants that during the period of Seller’s ownership of the Property, Seller has not received any written notice from any applicable governmental or quasi-governmental agency or authority, indicating that there has been any disposals, releases or threatened releases of Hazardous Materials on, from, or under the Property in violation of applicable law, which remain uncured. Seller further represents and warrants that Seller has no actual knowledge of any disposal, release, or threatened release of Hazardous Materials by Seller or any party controlled by Seller on, from, or under the Property.

As used herein, the term “**Hazardous Materials**” shall mean any hazardous or toxic materials, substances or wastes, such as (a) substances defined as “hazardous substances”, “hazardous materials” or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 USC Section 9601, et seq.) and/or the Hazardous Materials Transportation Act (49 USC Section 1801, et seq.), as either of such acts are amended from time to time; (b) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of California or any agency of the United States of America; (c) asbestos, petroleum and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls (PCBs), and freon and other chlorofluorocarbons; and (d) those substances defined as any of the foregoing in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws.

As used herein, the term “Seller’s actual knowledge” means only the present actual (and not constructive or imputed) knowledge, without independent investigation or inquiry, of Michael Danielpour. Any action, suit or proceeding with respect to the truth, accuracy or completeness of the representations and warranties, except as to the representations and warranties contained in Section 8.5 above, shall be commenced and served, if at all, on or before the date which is sixty (60) days after the date of the Closing (the period between the Closing and such date being referred to herein as the “**Survival Period**”) and, if not commenced and served on or before the expiration of the Survival Period, thereafter shall be void and of no force or effect. Solely with respect to the representations and warranties contained in Section 8.5 above, the Survival Period shall be one hundred eighty (180) days.

If, prior to the Close of Escrow, Buyer has actual knowledge that any of Seller’s representations or warranties has been materially breached or is materially incorrect, or that any information or document provided by or on behalf of Seller to Buyer is materially incorrect, then Buyer shall provide written notice thereof to Seller and Seller shall have three (3) Business Days after Buyer gives Seller such notice to give written notice to Buyer and Escrow Holder that Seller will commence cure of such material breach or inaccuracy prior to the Close of Escrow. If Seller does not timely so agree to effect such cure, then Buyer shall have the right to terminate this Agreement by providing Seller and Escrow Holder with written notice of such termination within three (3) Business Days after the expiration of the three (3) Business Day period just referenced, in which event the Parties shall have no further rights or obligations under this Agreement except for those obligations that expressly survive the termination of this Agreement. The Close of Escrow shall be extended to the extent necessary to accommodate and allow for the foregoing time periods. In the event Buyer does not timely exercise such remedy, Buyer shall be deemed to have expressly waived any and all claims or remedies for such breach or inaccuracy. Seller shall promptly notify Buyer in writing if Seller becomes aware on or before the Close of Escrow that any of its representations or warranties was not or is no longer true and correct in any material respects. Notwithstanding the foregoing or anything in this Agreement to the contrary, if, prior to the Close of Escrow, Seller becomes aware that any of Seller’s representations or warranties set forth in this Section were true when made, but as a result of changed circumstances not caused by Seller, are no longer true or accurate in any material respects, then Seller shall notify Buyer of such changed circumstances and the corresponding effect on Seller’s representations or warranties set forth in this Section, and Seller shall not be deemed to have breached or defaulted under this Agreement, provided, however, unless Seller informs Buyer concurrently with the notice of the false representation or warranty that Seller is able to and will cure the breach prior to the Close of

Escrow, Buyer shall be entitled, as is sole and exclusive remedy, to terminate this Agreement by providing Seller and Escrow Holder with written notice within three (3) Business Days of Buyer becoming aware of such material breach or inaccuracy, in which event the Parties shall have no further rights or obligations under this Agreement except for those obligations that expressly survive the termination of this Agreement.

9. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

9.1 Authority. The persons executing this Agreement on behalf of Buyer are duly authorized to do so and thereby bind Buyer hereto. Buyer has all requisite power and authority to enter into and perform this Agreement and to incur the obligations provided for herein and has taken all action necessary to authorize the execution, delivery and performance of this Agreement. This Agreement is valid, binding and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Buyer does not and will not result in any violation of, or be in conflict with or constitute a default under any agreement, mortgage, deed of trust, indenture, credit extension agreement, license, security agreement or other instrument to which it is a party, or any judgment, decree, order, statute, rule or governmental regulation.

9.2 Bankruptcy. At no time on or before the Closing shall any of the following have occurred with respect to Buyer: (i) the commencement of a case under Title 11 of the United States Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (ii) the appointment of a trustee or receiver of any property interest; (iii) an assignment for the benefit of creditors; (iv) an attachment, execution or other judicial seizure of a substantial property interest; (v) the taking of, failure to take, or submission to any action indicating an inability to meet its financial obligations as they accrue; or (vi) a dissolution or liquidation, death or incapacity.

10. Conditions to Buyer's Obligation to Close. The obligation of Buyer to purchase the Property from Seller pursuant hereto is contingent upon and subject to the satisfaction (unless waived by Buyer) of each of the following conditions (the "Buyer Closing Conditions") on or before the Closing Date:

10.1 Seller shall have materially performed and complied with all agreements and conditions contained herein required to be performed or complied with by it prior to or at the Close of Escrow.

10.2 The representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the date hereof and, unless expressly limited to the date hereof, on and as of the Close of Escrow as if made on and as of the date of Close of Escrow.

10.3 On the Closing Date, the Title Company shall be irrevocably committed to issue to Buyer the Title Policy, free of liens and encumbrances other than the Permitted Exceptions.

10.4 On the Closing Date, the Property shall be delivered to Buyer vacant. Prior to the Closing Date, Seller shall remove any of Seller's personal property, debris, and trash from the Property.

10.5 CEQA. The requirements under the California Environmental Quality Act, as amended, shall have been complied with. If an environmental review determines that a conveyance of the Property from Seller to Buyer is not permissible under the CEQA Guidelines, then all preceding negotiations shall be deemed unenforceable and any executed agreements shall be terminated. Buyer agrees to expedite Board of Supervisors' approval of this Agreement and shall request that the Board approval expressly provide for a CEQA exemption.

10.6 Non-Foreign Affidavit. Seller shall have executed and deposited into Escrow a Non-Foreign Affidavit (Exhibit F) as required by federal law. 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 pursuant to Internal Revenue Code section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

If any of the Buyer Closing Conditions are not satisfied, Buyer, in its sole and absolute discretion, may terminate this Agreement by notice to Seller and Escrow Holder and neither Party shall thereafter have any further obligations or liability to the other hereunder. Buyer shall have the right to waive any or all of the Buyer Closing Conditions and proceed to close Escrow subject to the unsatisfied Buyer Closing Conditions.

11. Conditions to Seller's Obligation to Close. The obligation of Seller to sell the Property to Buyer pursuant hereto is contingent upon and subject to the satisfaction (unless waived by Seller) of each of the following conditions (the "**Seller Closing Conditions**") on or before the Closing Date:

11.1 Buyer shall have materially performed and complied with all agreements and conditions contained herein required to be performed or complied with by it prior to or at the Close of Escrow.

11.2 The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the date hereof and, unless expressly limited to the date hereof, on and as of the Close of Escrow as if made on and as of the date of Close of Escrow.

If any of the Seller Closing Conditions described in this Section are not satisfied, Seller, in its sole and absolute discretion, may terminate this Agreement by notice to Buyer and Escrow Holder and neither Party shall thereafter have any further obligations or liability to the other hereunder (provided that if such failed condition also constitutes a default by Buyer, then Seller shall have the right to exercise its remedies set forth in this Agreement). Seller shall have the right to waive any or all of the Seller Closing Conditions and proceed to close Escrow subject to the unsatisfied Seller Closing Conditions.

12. Intentionally Deleted.

13. Seller's Default. If the Closing fails to occur as a result of Seller's default under this Agreement, then Buyer may, at its election in its sole and absolute discretion: (a) terminate this Agreement and neither Party shall have any further liability or obligation to the other, except for the provisions of this Agreement which are expressly stated to survive the termination of this Agreement; or (b) assert and seek judgment against Seller for specific performance, provided that



Buyer shall be required to notify Seller of its election to pursue specific performance within thirty (30) days following Buyer's awareness of such Seller default, and shall file its action no later than sixty (60) days following Buyer's awareness of such Seller default; otherwise, Buyer shall be deemed to have elected the remedy in item (a) above. Under no circumstances shall Seller be liable to Buyer for any consequential, special or punitive damages of any kind.

14. As-Is, Where-Is Sale. Buyer understands, acknowledges, and agrees as follows:

14.1 Except for the representations and warranties expressly made by Seller in this Agreement, Buyer is acquiring the Property "AS IS, WHERE IS" AND "WITH ALL FAULTS, LIABILITIES, AND DEFECTS, LATENT OR OTHERWISE, KNOWN OR UNKNOWN," in its present state and condition as of the date of conveyance thereof to Buyer, with no right of recourse against Seller (or any related or affiliated party) for same. Buyer acknowledges that Buyer has been, or will be, given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue which might influence Buyer's decision to purchase the Property. Buyer acknowledges that neither Seller nor any of Seller's agents, contractors, consultants, attorneys, or representatives have made, do not make, and specifically negate and disclaim, and Buyer is not relying on, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Property, including, without limitation, except for the representations and warranties expressly made by Seller in this Agreement, any of the following: The value of the Property; any income to be derived from the Property; the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, including the possibilities for future development of the Property; the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; the manner, quality, state of repair or lack of repair on the Property; the nature, quality or condition of the Property, including, without limitation, with respect to water conditions, soil, geological or geotechnical condition (including, without limitation, soil expansiveness, corrosiveness, or stability, or seismic, hydrological, geological and topographical conditions and configurations, including, without limitation, any opinions or conclusions of any soils engineer(s) retained to perform geotechnical and/or soils studies or to oversee any soils engineering aspects of developing the Property); the compliance of or by the Seller, the Property, or its operation with any codes, laws, rules, ordinances, regulations of any applicable governmental authority or body; the manner or quality of the construction or materials, if any, incorporated into the Property; compliance with the Americans with Disabilities Act of 1990; the content, completeness or accuracy of any feasibility or due diligence documents, any other materials related to Buyer's feasibility review, or any preliminary reports or other reports or commitments regarding title to the Property; the conformity of the Property to past, current or future applicable zoning or building requirements; deficiency of any undershoring; deficiency of any drainage; the fact that all or a portion of the Property may be located on or near an earthquake fault line or in or near an earthquake or seismic hazard zone; the fact that all or a portion of the Property may be located in or near a "wildlands" area or a state fire responsibility area; the existence of vested land use, zoning or building entitlements affecting the Property; water rights or the availability of or access to water; the availability of or access to sewer improvements; with respect to any other utilities or availability thereof, or any other matters whatsoever; any other matter relating to the Property or to the development or operation of the Property, including, but not limited to, legal requirements, valuations, feasibility, cost, governmental permissions or entitlements, claims and obligations,

license and other use rights and claims, the future use and operation of the Property and marketability and investment return.

Neither Seller nor its agents, contractors, consultants, attorneys, or representatives shall be liable for any relief, including damages, rescission, reformation, allowance or adjustments based on the failure of the Property, including, but not limited to, amount of acreage, square footage, zoning, and environmental condition, to conform to any specific standard or expectation, or any third party documents or information.

Buyer acknowledges that the Property and the development thereof are subject to numerous governmental requirements under the jurisdiction of multiple local, state, and federal agencies. Buyer acknowledges and understands that the entitlement process is extremely complicated and uncertain, and involves a substantial number of steps and approvals. There can be no assurances whatsoever that the Property can be or will be re-entitled and/or redeveloped now or in the future.

15. Intentionally Deleted.

16. Casualty or Condemnation. In the event that after the Effective Date, but prior to the Close of Escrow, the Property suffers any damage, loss or destruction through no fault of Buyer which is reasonably estimated to cost in excess of Five Hundred Thousand Dollars (\$500,000) to repair, or becomes the subject of a condemnation proceeding where the value of the property taken by the condemning authority exceeds Five Hundred Thousand Dollars (\$500,000) (in each such case, a “**Material Loss**”), then Buyer may elect to (a) purchase the Property (with no extension of the Closing Date), provided that Buyer shall have the right to receive an assignment of any insurance proceeds received by Seller with respect to such Material Loss together with a credit for the amount of any applicable insurance deductible, or (b) terminate this Agreement and cancel the Escrow, after which the Parties shall have no obligations under this Agreement except for those that expressly survive termination. In the event of any loss which is not a Material Loss, Buyer shall be obligated to purchase the Property in accordance with this Agreement, but shall retain the right to receive an assignment of any insurance proceeds received by Seller with respect thereto, together with a credit for the amount of any applicable insurance deductible.

17. Prorations.

17.1 Taxes and Operating Expenses. Real estate taxes, charges and assessments affecting the Property (“**Taxes**”) shall not be prorated. All charges for water, electricity, sewer rental, gas, telephone and all other utilities (collectively, the “**Operating Expenses**”) shall be prorated on a per diem basis effective as of 11:59 p.m. on the date immediately preceding the Closing Date; provided however, electric and other utility charges that are measured by meters shall not be prorated, and Seller shall obtain a final reading as of the Closing and be solely responsible for charges incurred prior to Closing. Seller shall cooperate with Buyer in arranging for the transfer of all such utilities to Buyer’s name. Seller shall be entitled to receive the return of all utility deposits, bonds and other security for or under the Contracts, which shall not be prorated. Buyer shall cooperate with Seller in obtaining such return, and Buyer shall be responsible for replacing any such deposits, bonds and other security, to the extent the applicable utility company requires Buyer to post such deposits, bonds or other security. Seller shall not be required to obtain readings of any meters measuring electricity provided on a direct meter basis,

and shall have no liability for any such charges. If any bills for Operating Expenses for periods prior to Closing are not then available, those amounts shall be adjusted after Closing within thirty (30) days of receipt of said bills. If Seller is presently prosecuting tax abatement proceedings, after the Closing, Seller shall continue to be authorized to prosecute such proceedings, and shall be entitled to any abatement proceeds obtained in connection therewith and attributable to any time period before the Closing. Buyer agrees after the Closing, to the extent reasonably necessary for Seller to continue to prosecute such proceedings, to reasonably cooperate with Seller in such prosecution at no cost to Buyer, and also agrees to promptly endorse or pay over to Seller any abatement amounts attributable to said time period if received by Buyer. If Buyer later prosecutes a tax abatement, reduction or protest, which results in any tax savings for any period during which Seller owned the Property or for amounts paid by Seller, Buyer shall pay to Seller its proportionate share of any such amounts (less Seller's proportionate share of expenses incurred relating to same).

17.2 Charges under Assigned Contracts. The prepaid and unpaid monetary obligations of Seller with respect to any of the Contracts being assigned to Buyer shall be prorated on a per diem basis effective as of 11:59 p.m. on the date immediately preceding the Closing Date.

17.3 Improvement Liens. Certified, confirmed or ratified liens for governmental improvements or special assessments as of the Closing Date, if any, shall be paid in full by Seller (except those which are payable in installments, in which event the current installment shall be prorated effective as of 11:59 p.m. on the date immediately preceding the Closing Date and Buyer shall pay all remaining installments), and pending liens for governmental improvements or special assessments as of the Closing Date shall be assumed by Buyer.

17.4 Closing Statement. Escrow Holder shall prepare a preliminary closing statement on the basis of the foregoing provisions of this Section 18, and shall deliver such preliminary closing statement(s) to Buyer and Seller no later than three (3) days prior to the Closing Date for mutual review, discussion and approval prior to the Closing Date. The preliminary closing statement(s) and the apportionments and/or prorations reflected therein shall be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then the same shall be calculated based on Seller's and Buyer's good faith estimates thereof and reflected on a closing statement to be executed by Buyer and Seller at Closing, subject to reconciliation as hereinafter provided. If there is an error on the closing statement(s) delivered at Closing or, if any prorations, apportionments or computations made under this Section 18 shall require final adjustment or if, after the actual figures are available as to any items that were estimated on the closing statement delivered at Closing, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the closing statement by more than five percent (5%), the proration or apportionment shall be adjusted based on the actual figures as soon as feasible but not later than three (3) months after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party. This Section 18 shall survive the Closing.

18. Closing Costs. Premiums for the Title Policy shall be paid as set forth hereinabove. The Escrow fees shall be paid fifty percent (50%) by Seller and fifty percent (50%) by Buyer. Buyer shall pay the cost for recording the Deed. Seller shall pay any documentary transfer taxes, deed stamps, or similar charges or assessments. All other costs and expenses associated with the

transaction contemplated hereby shall be borne in accordance with the usual custom for transactions where the Property is located.

19. Operations. Seller shall otherwise continue to operate and maintain the Property following the Effective Date until the Closing consistent with Seller's usual practices in the ordinary course of business.

20. Miscellaneous.

20.1 Notices. All notices or other communications required or provided to be sent by either Party or Escrow Holder shall be in writing to the addresses set forth below, and shall be by: (a) personal delivery; (b) depositing in the United States mail, postage prepaid, certified mail return receipt requested, addressed to the Party at the address shown beside its signature hereinafter or at such other address or addresses as the Parties or Escrow Holder may from time to time specify in writing; or (c) a nationally recognized next day delivery service, including, but not limited to, the United States Post Office Express Mail and Federal Express, that have a package tracking system to confirm delivery and receipt of Notices, and (d) a courtesy copy by e-mail. All notices shall be deemed given when personally delivered or, if mailed as provided for herein, on the third day after the day of mailing, and if sent by next day delivery service, twenty-four (24) hours after the time of dispatch, and if sent by facsimile or email, upon confirmation of receipt. Any Party may change its address for the receipt of Notices at any time by giving written notice thereof to the other Party in accordance with the terms of this Section. The inability to deliver notice because of a changed address of which notice was not given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to delivery or rejection or refusal to accept. Any notice to be given by any Party herein may be given by counsel for such Party. The addresses for the Parties to which notices shall be sent are:

If to Seller:

Omninet Empire, LLC  
Attn: Michael Danielpour  
Attn: Dan Tour  
9420 Wilshire Boulevard, Fourth Floor  
Beverly Hills, California 90212  
Email: michael@omninet.com  
Email: dan@omni2.com

With a Copy to:

Jeffer Mangels Butler & Mitchell LLP  
Attn: Seth I. Weissman, Esq.  
Attn: Lauren T. McKnight, Esq.  
1900 Avenue of the Stars, Suite 700  
Los Angeles, California 90067  
Email: sweissman@jmbm.com  
Email: lmcknight@jmbm.com

If to Buyer:

San Bernardino County

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

With a Copy to:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Email: \_\_\_\_\_

20.2 Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by the Parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the Party against whom enforcement of the waiver is sought.

20.3 Further Instruments. Each Party, promptly upon the request of the other or upon the request of Escrow Holder, shall execute and have acknowledged and delivered to the other or to Escrow Holder, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to any of the provisions of this Agreement and which are consistent with the provisions hereof.

20.4 Entire Contract. This Agreement constitutes the entire contract between the Parties. All terms and conditions contained in any other writings previously executed by the Parties or oral representations regarding the Property, if any, shall be deemed to be superseded hereby.

20.5 Exhibits. Exhibits A through G, inclusive, attached to this Agreement are incorporated herein by this reference and made a part hereof.

20.6 Successors and Assigns. Subject to Section 20.12 below, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective Parties hereto.

20.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20.8 Descriptive Headings. The descriptive headings of the Sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions hereof.

20.9 Time is of the Essence. Time is of the essence of this Agreement.

20.10 Commissions. Seller warrants and represents to Buyer that Seller has had no dealings with respect to this transaction with any real estate brokers or agents other than CBRE (“**Seller’s Broker**”). Buyer warrants and represents to Seller that Buyer has had no dealings with respect to this transaction with any real estate brokers or agents other than Seller’s Broker. Seller

shall be solely responsible to pay a commission to Seller's Broker pursuant to a separate agreement (only in the event the Closing actually occurs). Seller agrees to indemnify and hold harmless Buyer from and against any Claims by third parties as a result of the acts of Seller, for real estate or brokerage commissions in connection with the transaction provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith, including, but not limited to, reasonable attorneys' fees and costs. Buyer agrees to indemnify and hold harmless Seller from and against any Claims by third parties (other than Seller's Broker) as a result of the acts of Buyer, for real estate or brokerage commissions in connection with the transaction provided for herein, and all costs and expenses incurred by the indemnitee in connection therewith, including, but not limited to, reasonable attorneys' fees and costs.

20.11 Time Periods. In the event the time for performance of any obligation hereunder expires on a Saturday, Sunday or Federal or California legal holiday (any other day being a "**Business Day**"), the time for performance shall be extended to the next Business Day.

20.12 Assignment. At any time prior to the date seven (7) days prior to the Close of Escrow, provided that Buyer provides written notice to Seller and Escrow Holder, Buyer shall have the right to assign all of its right, title and interest in and to this Agreement to an entity owned and controlled by, controlling, or under common control with Buyer. Otherwise, Buyer shall not have the right to transfer, convey or assign any or all of its right, title or interest in the Property or in and to this Agreement, without the prior written consent of Seller, which consent shall be granted or withheld in Seller's sole and absolute discretion.

20.13 Survival of Covenants, Warranties and Indemnities. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after the Close of Escrow, and all representations, warranties, and indemnities by either Party to the other, shall survive the Close of Escrow and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns solely for the Survival Period.

20.14 Joint Instructions. This Agreement shall also constitute Escrow Instructions to Escrow Holder upon acceptance by Escrow Holder of this Agreement.

20.15 Intentionally Deleted.

20.16 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be an original, and all of which shall constitute one and the same document. Executed counterparts of this Agreement delivered by e-mail/PDF, DocuSign, or other electronic means shall have the same force and effect as wet-signed original counterparts. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

20.17 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 Section 20.10 (relating to Commissions).

20.18 No Recordation. Neither this Agreement nor any memoranda hereof shall be recorded in any Official Records.

20.19 1031 Exchange. The Parties agree to cooperate, at no cost to the cooperating Party, and without creating any material obligations on the cooperating Party, and without delaying the Closing Date, for the other Party to effectuate a tax-deferred/like-kind (1031) exchange. Either Party shall be permitted to assign its obligations under this Agreement to an intermediary for the purpose of effectuating a tax-deferred exchange, so long as such assignment shall not (a) delay or extend the Closing Date, or (b) require the other Party to assume any additional obligations, incur any out-of-pocket expenses, or take title to any other property. Neither Party shall be in any way responsible or liable for the tax or other consequences of the tax-deferred exchange (or attempted tax-deferred exchange) effected by the other Party. The Parties shall execute such customary instructions and other reasonable documents as may be required to effect the exchange, subject to the other terms of this Section.

20.20 Jurisdiction; Venue. The Parties acknowledge and agree that this Agreement was entered into and intended to be performed in the County of San Bernardino. The parties agree that the venue for any action or claim brought by any Party to this Agreement will be San Bernardino County. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino, San Bernardino District. The provisions of this Section shall survive the Closing.

20.21 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

21. LIMITATION OF LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT NEITHER THE MEMBERS, SHAREHOLDERS, AFFILIATES, OFFICERS, DIRECTORS, INVESTMENT MANAGERS, EMPLOYEES, PARTNERS, AGENTS NOR ADVISORS OF EITHER PARTY, ASSUME ANY PERSONAL LIABILITY FOR OBLIGATIONS ENTERED INTO BY OR ON BEHALF OF EACH PARTY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY (OR ANY RIGHTS THAT THE PARTIES MAY HAVE AT LAW OR IN EQUITY), IN NO EVENT SHALL THE PARTIES HAVE ANY LIABILITY FOR LOST PROFITS, SPECULATIVE, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. (B) IN NO EVENT WILL SELLER'S LIABILITY UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION HERewith AND/OR OTHERWISE IN CONNECTION WITH THE PROPERTY EXCEED THE SUM OF FIVE HUNDRED

THOUSAND DOLLARS (\$500,000), AND (C) BUYER SHALL HAVE NO RIGHT TO ASSERT ANY CLAIM AGAINST SELLER, AND SELLER SHALL HAVE NO LIABILITY TO BUYER WHATSOEVER, UNLESS THE VALID CLAIMS FOR ALL BREACHES OF SELLER COLLECTIVELY AGGREGATE MORE THAN TWENTY-FIVE THOUSAND DOLLARS (\$25,000). ANY AND ALL LIABILITY BEYOND THAT WHICH MAY BE ASSERTED UNDER THIS SECTION 21 IS EXPRESSLY WAIVED AND RELEASED BY THE PARTIES AND BY ALL PERSONS CLAIMING BY, THROUGH OR UNDER THE PARTIES. THE PROVISIONS OF THIS SECTION 21 SHALL SURVIVE THE CLOSING.

22. 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 the 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.

23. Campaign Contribution Disclosure (SB 1439). Seller has disclosed to the County using the form attached hereto as Exhibit G, whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County 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 County, or (2) 12 months before the date this contract was approved by the Board of Supervisors. Seller acknowledges that under Government Code section 84308, Seller is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the contract.

In the event of a proposed amendment to this Agreement, Seller will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County 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.

24. BOARD OF SUPERVISORS APPROVAL: This Agreement is subject to and shall have no force or effect until and unless approved by the San Bernardino County Board of Supervisors for Buyer.



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

**SELLER:**

OMNINET EMPIRE, LLC, a Delaware limited liability company

By: Omninet Empire, LP, a Delaware limited partnership, its Sole Member

By: Omninet Three GP, LLC, a California limited liability company, its General Partner

By: \_\_\_\_\_  
Neil Kadisha  
Manager

By: \_\_\_\_\_  
Michael Danielpour  
Manager

**BUYER:**

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

\_\_\_\_\_  
By: Dawn Rowe  
Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

Tom Bunton, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
John Tubbs II  
Deputy County Counsel

Date: \_\_\_\_\_

JOINDER

Escrow Holder has executed this Agreement to confirm that Escrow Holder has received this Agreement and accepts the obligations of and instructions to Escrow Holder set forth herein.

FIDELITY NATIONAL TITLE COMPANY

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

### Legal Description of Property<sup>1</sup>

THE LAND SITUATED IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE NO. 701 FOR LOT LINE ADJUSTMENT, AS EVIDENCED BY DOCUMENT RECORDED NOVEMBER 26, 2014 AS INSTRUMENT NO. 14-456671, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 3 OF PARCEL MAP 17318 IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP BOOK 214 PAGES 83 AND 84 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF PARCEL 8 OF SAID PARCEL MAP AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 8; THENCE ALONG THE EAST LINE OF SAID PARCEL 8, S 00° 05' 33" E, A DISTANCE OF 109.88 FEET; THENCE LEAVING SAID EAST LINE, S 89° 54' 27" W, A DISTANCE OF 53.37 FEET; THENCE N 0° 00' 36" E, A DISTANCE OF 109.88 FEET; THENCE N 89° 54' 27" E, A DISTANCE OF 53.18 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH THOSE PORTIONS OF PARCEL 5 OF SAID PARCEL MAP AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 8 OF SAID PARCEL MAP; THENCE ALONG THE NORTH LINE OF SAID PARCEL 8, S 89° 54' 27" W, A DISTANCE OF 53.18 FEET; THENCE LEAVING SAID NORTH LINE, N 00° 00' 36" E, A DISTANCE OF 218.00 FEET; THENCE N 89° 54' 27" E, A DISTANCE OF 52.79 FEET; THENCE S 00° 05' 33" E, A DISTANCE OF 218.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPTING THEREFROM THOSE PORTIONS OF PARCEL 3 OF SAID PARCEL MAP AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL MAP8 OF SAID PARCEL MAP; THENCE ALONG THE NORTH LINE OF SAID PARCEL 8, S 89° 54' 27" W, A DISTANCE OF 53.18 FEET; THENCE LEAVING SAID NORTH LINE, N 00° 00' 36" E, A DISTANCE OF 218.00 FEET; THENCE N 89° 54' 27" E, A DISTANCE OF 52.79 FEET; THENCE S 00° 05' 33" E, A DISTANCE OF 218.00 FEET TO THE POINT OF BEGINNING.

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<sup>1</sup> To be confirmed during diligence.

AND EXCEPTING THEREFROM THOSE PORTIONS OF PARCEL 3 OF SAID PARCEL MAP AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 3, S 89° 21' 54" E, A DISTANCE OF 41.96 FEET; THENCE LEAVING SAID NORTHERLY LINE, S 00° 00' 36" W, A DISTANCE OF 418.24 FEET; THENCE S 89° 54' 27" W, A DISTANCE OF 41.21 FEET; THENCE N 00° 05' 33" W, A DISTANCE OF 418.78 FEET TO THE POINT OF BEGINNING.

## EXHIBIT B

### Feasibility Documents

- Copies of all Contracts (and amendments) currently in effect;
- Property operating statements for the current fiscal year and two prior fiscal years;
- Copies of licenses, permits, maps for the Property;
- Copy of the most recent ALTA land survey for the Property;
- Copy of existing Phase I Environmental Site Assessment; and
- Real property tax bills.

EXHIBIT C

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

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**MAIL TAX STATEMENTS TO:**

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Common Address: 10740 4<sup>th</sup> Street  
Rancho Cucamonga, California 91730

APN: 0210-082-88

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

- DOCUMENTARY TRANSFER TAX is \$ \_\_\_\_\_
- ☒ computed on full value of property  
conveyed, or
- ☐ computed on full value less value of liens or  
encumbrances remaining at time of sale,
- ☐ Unincorporated area:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**OMNINET EMPIRE, LLC, a Delaware limited liability company (“Grantor”)**

hereby grants to

**SAN BERNARDINO COUNTY, a body corporate and politic of the State of  
California (“Grantee”),**

all the Grantor's right, title and interest in that certain real property located in the City of Rancho Cucamonga, County of San Bernardino, State of California, as more particularly described on Exhibit A attached hereto (the “**Property**”).

Subject to: (1) Non-delinquent taxes and assessments; (2) all liens, encumbrances, easements, covenants, conditions and restrictions of record, including any matters shown on any subdivision or parcel map affecting the Property; and (3) all matters which would be revealed or disclosed in an accurate survey of the Property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on \_\_\_\_\_,  
2025.

**GRANTOR:**

OMNINET EMPIRE, LLC, a Delaware limited  
liability company

By: Omninet Empire, LP, a Delaware limited  
partnership, its Sole Member

By: Omninet Three GP, LLC, a  
California limited liability  
company, its General Partner

By: \_\_\_\_\_  
Neil Kadisha  
Manager

By: \_\_\_\_\_  
Michael Danielpour  
Manager

## 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 CALIFORNIA                                 )  
   )  
COUNTY OF LOS ANGELES                                 )

On \_\_\_\_\_, 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.

Signature \_\_\_\_\_

(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 CALIFORNIA                                 )  
   )  
COUNTY OF LOS ANGELES                                 )

On \_\_\_\_\_, 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.

Signature \_\_\_\_\_

(SEAL)

***Exhibit A***

***LEGAL DESCRIPTION***

EXHIBIT D

BILL OF SALE

Reference is hereby made to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of \_\_\_\_\_, 2024 (the “**Purchase Agreement**”), by and between OMNINET EMPIRE, LLC, a Delaware limited liability company (“**Seller**”), and SAN BERNARDINO COUNTY, a body corporate and politic of the State of California (“**Buyer**”), pursuant to which Buyer agreed to purchase that certain real property in the County of San Bernardino, State of California, as more particularly described in Exhibit A attached hereto and hereby made a part hereof (the “**Property**”).

NOW, THEREFORE, Seller does hereby, sell, transfer, assign, convey and deliver to Buyer all of Seller’s right, title and interest, if any, in and to:

1. The personal property, furniture, furnishings, supplies and equipment, if any, owned by Seller and located in and used exclusively in connection with the operation, ownership or management of the Property (collectively, the “**Tangible Personal Property**”), but specifically excluding from the Tangible Personal Property any items owned or leased by third parties; and

2. (a) All entitlements and rights relating to the Property; (b) all plans, specifications, maps, drawings and other renderings relating to the Property; (c) all files, books, records, intangible property, intangible rights, and similar rights benefiting the Property; (d) all permits, licenses, certificates of occupancy and governmental approvals, including any currently pending permit or license applications, consents and authorizations held and used by Seller in connection with the Property; (e) all rights, claims or awards benefiting the Property, including, without limitation, claims under property tax abatement and similar proceedings; (f) all prepaid charges, deposits, sums and fees relating to the Property; and (g) all warranties, guarantees and agreements governing any of the foregoing (all of the foregoing, collectively, the “**Intangible Personal Property**”). The Tangible Personal Property and the Intangible Personal Property are collectively referred to herein as the “**Personal Property**.”

ALL WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE PERSONAL PROPERTY SOLD HEREUNDER IS SOLD IN AN “AS IS” CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SELLER:**

OMNINET EMPIRE, LLC, a Delaware limited liability company

By: Omninet Empire, LP, a Delaware limited partnership, its Sole Member

By: Omninet Three GP, LLC, a California limited liability company, its General Partner

By: \_\_\_\_\_  
Neil Kadisha  
Manager

By: \_\_\_\_\_  
Michael Danielpour  
Manager

*Exhibit A*

*Legal Description of Property*

## EXHIBIT E

### CERTIFICATE OF NON-FOREIGN STATUS

SAN BERNARDINO COUNTY, a body corporate and politic of the State of California (“**Transferee**”) is acquiring certain real property in the City of Rancho Cucamonga and County of San Bernardino, State of California, from OMNINET EMPIRE, LLC, a Delaware limited liability company (“**Seller**”). Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the real property interest and not the disregarded entity. Seller is a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations under the Code, and therefore, the undersigned, Omnet Empire, LP, a Delaware limited partnership (“**Transferor**”), which is the sole member of Seller, is deemed to be the Transferor for purposes of Section 1445 of the Code. The undersigned hereby certifies the following on behalf of the Transferor:

1. The undersigned is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder);
2. Transferor’s U.S. employer identification number is \_\_\_\_\_;
3. Transferor’s address is 9420 Wilshire Boulevard, Fourth Floor Beverly Hills, CA 90212.
4. Transferor is not a disregarded entity as defined in Income Tax Regulations Section 1.1445-2(b)(2)(iii);

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that it has examined this certification and to the best of its knowledge and belief it is true, correct and complete, and it further declares that it has authority to sign this document on behalf of Transferor.

*[Signatures on Following Page]*

Dated: \_\_\_\_\_, 2025

OMNINET EMPIRE, LP, a Delaware limited partnership

By: Omninet Three GP, LLC, a California limited liability company, its General Partner

By: \_\_\_\_\_  
Neil Kadisha  
Manager

By: \_\_\_\_\_  
Michael Danielpour  
Manager

## EXHIBIT F

### ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this “**Assignment**”) dated as of the \_\_\_\_ day of \_\_\_\_\_, 2025, is made and entered into by and between OMNINET EMPIRE, LLC, a Delaware limited liability company (“**Assignor**”), and SAN BERNARDINO COUNTY, a body corporate and politic of the State of California (“**Assignee**”).

#### WITNESSETH:

WHEREAS, Assignor is contemporaneously herewith selling to Assignee that certain real property located in the City of Rancho Cucamonga, County of San Bernardino, State of California (the “**Property**”) more particularly described on Exhibit A, attached hereto pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated \_\_\_\_\_, 2024, by and between Assignor and [Assignee] (the “**Purchase Agreement**”).

WHEREAS, Assignor desires to assign its interest in and to each of the service contracts and agreements described on Exhibit B attached hereto (the “**Contracts**”) to Assignee as of the date on which title to the Property is vested in Assignee (the “**Transfer Date**”), and Assignee desires to accept the assignment thereof and assume Assignor’s obligations thereunder from and after the Transfer Date.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby agree as follows:

1. As of the Transfer Date, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Contracts.
2. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of Assignor’s obligations under the Contracts relating to the period from and after the Transfer Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all costs, liabilities, losses, damages and expenses, including, without limitation, reasonable attorneys’ fees and expenses (collectively, “**Losses and Liabilities**”) arising out of or in any way related to Assignor’s obligations under the Contracts on account of any fact or circumstance occurring on or after the Transfer Date.
3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses in such litigation, including, without limitation, reasonable attorneys’ fees and expenses. In addition to the foregoing award of attorneys’ fees to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys’ fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment. Notwithstanding anything in this Assignment to the contrary, the limitations on liability set forth in Section 22 of the Purchase Agreement shall apply to any claims made by Assignee hereunder.



4. This Assignment shall be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

**ASSIGNOR:**

OMNINET EMPIRE, LLC, a Delaware limited liability company

By: Omninet Empire, LP, a Delaware limited partnership, its Sole Member

By: Omninet Three GP, LLC, a California limited liability company, its General Partner

By: \_\_\_\_\_  
Neil Kadisha  
Manager

By: \_\_\_\_\_  
Michael Danielpour  
Manager

**ASSIGNEE:**

[BUYER SIGNATURE BLOCK]

*Exhibit A*

*Legal Description of Property*

Exhibit B

Contracts



## **Exhibit G – Campaign Contribution Disclosure (Senate Bill 1439)**

### **DEFINITIONS**

Actively supporting 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-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: Omninet Empire, LLC

2. Is the entity listed in Question No. 1 a non-profit 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:

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):

Company Name	Relationship
<u>Omninet Three GP, LLC</u>	<u>General Partner</u>
<u>Omninet Capital, LLC</u>	<u>Management company</u>

6. Name of agent(s) of Seller:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
<u>CBRE</u>	<u>Sammy Cemo</u>	<u>7/23/2024</u>
<u>CBRE</u>	<u>Kurt Strassmann</u>	<u>7/23/2024</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):

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
<u>Omninet Capital, LLC</u>	<u>Neil Kadishay, Benjamin Nazarian,</u>
	<u>Michael Danielpour</u>

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 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.

Michael Daniel  
Signature

1/24/2025  
Date

Michael Daniel  
Print Name

Omninet Empire, LLC  
Print Entity Name, if applicable