

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

DATED

DECEMBER 06, 2016

BY AND BETWEEN

**THE CITY OF REDLANDS SUCCESSOR AGENCY (“SELLER”), a political subdivision
of the State of California,**

AS SELLER

AND

REDLANDS FOOD HALL, LP

AS BUYER

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PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of December 06, 2016 (the "**Agreement Date**"), by and between **CITY OF REDLANDS SUCCESSOR AGENCY**, a political subdivision of the State of California ("**Seller**"), and **REDLANDS FOOD HALL , LP**, a California limited partnership ("**Buyer**"), for the purpose of setting forth the agreement of the Parties and to provide instructions to Escrow Agent with respect to the transaction contemplated by this Agreement. Seller and Buyer shall also individually be referred to as a "**Party**" and collectively as the "**Parties**".

R E C I T A L S

A. Seller is the owner of that certain real property located at 330 N. Third Street in the City of Redlands ("**City**"), San Bernardino County (the "**County**"), State of California, known as APN Numbers 0169-281-47, 48, 49 and 50 as more particularly described on **Exhibit "A"** attached to and made a part of this Agreement (collectively, the "**Land**"). The Land, together with the Improvements, the balance of the Real Property, and the Intangible Property (each as defined in Section 5), are sometimes collectively referred to in this Agreement as the "**Property**".

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

A G R E E M E N T

In consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree, and instruct Escrow Agent, as follows:

1. PURCHASE AND SALE.

Seller agrees to sell, transfer, and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property on all of the terms and conditions of this Agreement.

2. PURCHASE PRICE.

The purchase price for the Property (the "**Purchase Price**") shall be THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000.00), in cash. The Purchase Price shall be payable as follows:

2.1 Deposit. By 5:00 p.m. on the third (3rd) day after the "Opening of Escrow" (as defined below), Buyer shall deposit into "Escrow" (as defined below) the sum of Ten Thousand Dollars (\$10,000.00) (which amount, together with any and all interest earned thereon, shall be referred to in this Agreement as the "**Deposit**"). The Deposit shall be fully refundable through the Due Diligence Termination Date, as defined in Section 4.1.3. From and after the Due Diligence Termination Date, provided Buyer does not elect to terminate this Agreement as permitted pursuant to the terms of Section 4.1.3, the Deposit shall become non-refundable, except as

specifically provided otherwise in this Agreement, and shall be credited against the Purchase Price at Closing.

2.1.1 Refund of Deposit. If Buyer delivers its Due Diligence Approval Notice (as defined below), but subsequently elects to terminate this Agreement due to (a) a Seller Default, as defined in Section 12.1) hereunder, (b) a failure of a Buyer's Condition to Closing, or (c) the occurrence of any other event which by the terms of this Agreement gives rise to Buyer's right to terminate this Agreement and receive a refund of the Deposit, then, subject to the terms of Section 12.1, (i) the Deposit shall immediately be returned by Escrow Agent to Buyer, or to the extent previously released to Seller, refunded to Buyer by Seller, (ii) this Agreement and the Escrow shall terminate, and (iii) the Parties shall have no further obligation to one another with respect to this Agreement, except with respect to such provisions which by their terms survive the termination of this Agreement.

2.1.2 Interest. The Initial Deposit and any other cash held by Escrow Agent for the benefit of Buyer shall be held in a federally insured interest bearing account, and the interest shall accrue to Buyer's benefit.

2.1.3 Independent Consideration. Notwithstanding the terms of Section 2.1.1, a portion of the Deposit in the amount of One Hundred Dollars (\$100.00) (the "**Independent Consideration**") shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including the right to conduct the Due Diligence and terminate this Agreement as provided in this Agreement. If Buyer elects to terminate this Agreement for any reason other than Seller's Default (as defined in Section 4.1.3), Seller shall retain the Independent Consideration. The Independent Consideration shall be applicable towards the Purchase Price.

2.2 Deposit of Balance of Purchase Price. Buyer shall, at least one (1) business day prior to Closing (as defined in Section 7.1), deposit into Escrow in the form of wire transfer, cash or a certified or bank cashier's check for immediately available funds, the amount of the Purchase Price less the Deposit, plus Buyer's closing costs and Buyer's share of any proration's to be made in accordance with this Agreement.

3. ESCROW.

Opening of Escrow. Buyer and Seller shall cause an escrow ("**Escrow**") to be opened with Tigor Title Company of California located at 4120 Concourse Ave., Ste. 400, Ontario, CA 91764, Attention: Loretta Hovey, ("**Escrow Agent**") by delivery to Escrow Agent of a fully executed copy of this Agreement. Escrow Agent shall promptly deliver to Buyer and Seller written confirmation of the date of the "Opening of Escrow." As used in this Agreement, the term "**Opening of Escrow**" means the day on which Escrow Agent receives a fully executed copy of this Agreement and has notified each Party in writing of such receipt.

3.1 Escrow Instructions. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the Parties. If any other printed escrow instructions are requested of the Parties and the terms thereof conflict or are inconsistent with any provision of this Agreement or any deed, instrument, or document executed or delivered in connection with the transaction contemplated hereby, the provisions of this Agreement, or such deed, instrument, or

document shall control. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as provided this Agreement.

3.2 Termination/Cancellation. Upon any termination or cancellation (the terms being used interchangeably in this Agreement) by either of the Parties as expressly allowed under this Agreement (including, without limitation, any deemed termination or cancellation), (a) the Deposit shall be delivered to the Party that this Agreement specifies is entitled to the same; (b) all documents, instruments, and funds delivered into Escrow shall be returned to the Party that delivered the same into Escrow, and (c) the Parties shall thereafter be relieved from further liability under this Agreement, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement. A copy of any notice of termination allowed under this Agreement shall be sent to Escrow Agent by the Party electing to terminate. Upon a termination or cancellation by either of the Parties for any reason other than a default by Seller, Buyer shall deliver to Seller copies of all third-party reports, plans, studies, applications or any other matters obtained by or prepared for Buyer in connection with Buyer's review of the Property and which relate to the physical condition of the Property, including, without limitation, any physical inspection, engineering, and environmental reports completed and/or obtained by Buyer in connection with Buyer's review of the Property (collectively, "**Property Condition Documents**"), but excluding any documents that are subject to the attorney client privilege or that contain proprietary or confidential information. Seller understands and acknowledges that neither Buyer nor any of Buyer's representatives makes any representation or warranty to Seller as to the accuracy or completeness of the Property Condition Documents and that Buyer and Buyer's representatives have not made or will not make any attempt to verify the data contained in the Property Condition Reports. Seller agrees that Buyer and Buyer's representatives shall not have any liability to Seller as a result of Seller's use of the Property Condition Documents.

4. ACTIONS PENDING CLOSING.

4.1 Due Diligence.

4.1.1 Property Materials.

4.1.1.1 On or before 5:00 p.m. on the fifth (5th) day following the Opening of Escrow, Seller shall, at Seller's sole cost and expense, to the extent within the Seller's possession or control, provide to Buyer and Buyer's counsel true, correct, and complete copies of all of the following documents (collectively, the "**Property Materials**");

- (a) Any and all surveys for the Property;
- (b) All existing, proposed or draft site plans, maps, plats, landscaping plans, construction plans and drawings, and development plans for the Property (including, without limitation, with respect to offsite development related to the Property);
- (c) All existing environmental reports for the Property;
- (d) All leases, occupancy agreements, operating agreements, and licenses that affect the Property;

- (e) All zoning stipulations, agreements, and requirements that affect or that are proposed to affect the Property;
- (f) All archaeological, biological, soil, geological, grading, drainage, and hydrology reports, surveys, or assessments and any other engineering reports for the Property;
- (g) A Natural Hazards Disclosure Report in conformity with the California Natural Hazards Disclosure Act;
- (h) All records to the extent within Seller's possession or control relating to the use, storage and disposal of all pesticides, fertilizers and other agricultural chemicals which have been used on the Property or that Seller anticipates Seller, or its agents or contractors, will use on the Property prior to the Close of Escrow.
- (i) The contact information for all engineers, architects, draftspersons, and/or consultants known to Seller to have information concerning the Property and/or its development (each of whom Buyer shall be authorized to contact, discuss the Property and/or its development with, and, if desired by Buyer, retain at Buyer's expense);
- (j) Articles of organization, bylaws, rules and regulations, budgets and resolutions of board of directors for any owners' associations affecting the Property;
- (k) All contracts with all third Parties who have provided services or supplied materials to the Property (each of whom Buyer shall be authorized to contact, discuss the Property and/or its development with); and
- (l) Any other third-Party reports, contracts, and agreements of any kind in Seller's possession or control pertaining to the Property.

4.1.1.2 Further, prior to the Due Diligence Termination Date (as defined in Section 4.1.3), upon not less than twenty-four (24) hours prior written notice by Buyer to Seller, Seller shall make available to Buyer at Seller's offices, and Buyer shall have the right to review, all other records in Seller's possession or control relating to the Property.

4.1.1.3 Seller shall promptly furnish to Buyer for its review (a) any of the items described in Section 4.1.1.1 that may come into Seller's possession or control from and after the date of this Agreement, and (b) any additional documents and information in the possession or control of Seller reasonably requested in writing by Buyer. Except as provided in Section 8.15, Buyer understands and acknowledges that neither Seller nor any of Seller's representatives makes any representation or warranty to Buyer as to the accuracy or completeness of the Property Materials and that Seller and Seller's representatives shall have not made or will not make any attempt to verify the data contained therein. Buyer agrees that Seller and Seller's representatives shall not have any liability to Buyer as a result of Buyer's use of the Property Materials.

4.1.2 Buyer's Diligence Tests.

4.1.2.1 At all reasonable times from the date of this Agreement to the Closing (or earlier termination of this Agreement), Buyer and its employees, agents, consultants, and contractors shall be entitled, at Buyer's sole cost and expense, to: (a) enter onto the Property to perform any inspections, investigations, studies, and tests of the Real Property (including, without limitation, physical, engineering, soils, geotechnical, and environmental tests) that Buyer deems reasonable; (b) review all Property Materials; and (c) investigate such other matters pertaining to the Property as Buyer may desire. Notwithstanding the foregoing, Buyer shall not conduct any invasive testing on the Real Property without the prior consent of Seller, which shall not be unreasonably withheld, delayed (specifically, Seller shall respond to Buyer's request to conduct such testing not more than twenty-four (24) hours after written notice by Buyer to Seller), or conditioned. Any entry by Buyer onto the Real Property shall be subject to, and conducted in accordance with, all applicable laws.

4.1.2.2 Buyer shall keep the Property free and clean of any mechanics' liens and indemnify, protect, defend, and hold Seller and Seller's partners, officers, directors, shareholders, managers, members, agents, employees, and representatives (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") harmless from and against any and all claims (including, without limitation, claims for mechanic's liens or materialman's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees, charges, and disbursements) (collectively, "**Claims**") in connection with or arising out of any inspections of the Property carried on by or on behalf of Buyer pursuant to the terms of this Agreement, provided, however, that Buyer shall have no responsibility or liability for (a) the negligence or willful misconduct of any Indemnified Party; (b) any adverse condition or defect on or affecting the Property not caused by Buyer or its employees, agents, consultants, or contractors but discovered or impacted during their inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance (as defined in this Agreement defined)); and/or (c) the results or findings of any inspection.

4.1.2.3 Upon completion of Buyer's inspections, Buyer shall promptly repair any material damage to the Property caused by its entry and restore the Property to substantially the same conditions which existed prior to Buyer's entry under this Section 4.1.2, except that any partition walls removed by Buyer in accordance with Seller's approval need not be reconstructed or repaired.

4.1.2.4 The provisions of this Section 4.1.2 shall survive the Closing or the earlier termination of this Agreement.

4.1.3 Buyer's Termination Right. Buyer shall have the right at any time on or before 5:00 p.m. on the sixth (60th) day after the Opening of Escrow (the "**Due Diligence Termination Date**") to terminate this Agreement by delivering a written notice of such termination to Seller and Escrow Agent if Buyer determines, in its sole and absolute discretion, that the Property is not acceptable to Buyer for any reason. Buyer shall indicate its satisfaction and/or waiver of the Due Diligence condition described in this Section 4.1 by delivering written notice of such satisfaction and/or waiver ("**Due Diligence Approval Notice**") to Seller and Escrow Agent on or prior to the Due Diligence Termination Date. Buyer may extend the Due Diligence

Termination Date an additional thirty (30) days by providing written notice thereof, with or without cause. If Buyer fails to timely deliver a Due Diligence Approval Notice, then this Agreement and the Escrow shall be automatically deemed terminated. If this Agreement is terminated in accordance with this Section, then the Initial Deposit shall be immediately returned to Buyer and the Parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement.

4.2 Title.

4.2.1 Deliveries by Seller. On or before 5:00 p.m. on the third (3rd) Business Days after the Opening of Escrow, Seller shall cause Ticor Title Company of California ("**Title Insurer**"), to issue and deliver to Buyer, at Buyer's sole cost and expense, (a) a current commitment for an ALTA extended coverage Owner's Policy of Title Insurance for the Real Property (the "**Title Report**") and (b) legible copies of all documents referenced as exceptions in the Title Report (collectively with the Title Report, the "**Title Documents**").

4.2.2 Buyer's Review of Title. Buyer shall have until the Due Diligence Termination Date to notify Seller in writing of any objection that Buyer may have to any matters reported or shown in any survey or the Title Documents or any amendments or updates thereof (a "**Buyer's Title Objection Letter**") (provided, however, that if any such amendments or updates are received by Buyer after or within five (5) Business Days before the Due Diligence Termination Date, Buyer shall have five (5) Business Days following Buyer's receipt of such amendment or update and copies of all documents referenced in the Title Documents to notify Seller of objections to matters shown on any such amendment or update that were not disclosed on the previously delivered survey or Title Documents and the Closing Date shall automatically be extended as necessary to facilitate such notice period and any subsequent periods for Seller's response and Buyer's election as provided in subsections (i) and (ii), below). Matters shown as exceptions to coverage in the Title Report (or any amendments or updates thereof) that are not timely objected to by Buyer as provided above shall constitute "**Permitted Exceptions**". Seller shall cooperate, at no cost to Seller, with Buyer to eliminate matters objected to by Buyer, but, except as set forth in the last sentence of this Section 4.2.2, Seller shall have no obligation to cure or correct any matter objected to by Buyer. On or before the fifth (5th) Business Day following Seller's receipt of Buyer's Title Objection Letter, Seller may elect, by delivering written notice of such election to Buyer and Escrow Agent ("**Seller's Response**"), to cause Title Insurer to remove or insure over any matters objected to in Buyer's Title Objection Letter. If Seller fails to deliver Seller's Response within the period set forth above, it shall be deemed an election by Seller not to cause Title Insurer to so remove or insure over such objections. If Seller elects or is deemed to have elected not to cause Title Insurer to so remove or insure, or if Buyer determines, in its sole discretion, that any proposed endorsement for or insurance over an objected matter is unsatisfactory, then Buyer must elect, by delivering written notice of such election to Seller and Escrow Agent on or before the earlier to occur of (a) the fifth (5th) Business Day following Buyer's receipt of Seller's Response or (b) if no Seller's Response is received by Buyer, the fifth (5th) Business Day following the date on which Seller shall have been deemed to have responded, as provided above, to: (i) terminate this Agreement, in which case the Initial Deposit, to the extent previously deposited in Escrow, shall be immediately returned to Buyer; or (ii) proceed with this transaction, in which event those objected to exceptions or matters that Seller has not elected to cause Title Insurer to so remove or insure shall be deemed to be Permitted Exceptions. If Buyer

fails to make such election on a timely basis, then Buyer shall be deemed to have elected to terminate this Agreement in accordance with the preceding clause (i). Notwithstanding anything else stated in this Agreement, in all events, regardless of whether Buyer has given notice of objection as stated above, Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens and encumbrances in existence as of the Agreement Date or incurred by Seller on or before the Closing Date (other than current taxes not yet due) and any additional encumbrances incurred by Seller after the Agreement Date in violation of any provision of this Agreement, and, except as may be otherwise specifically set forth in this Agreement, terminate all leases, possessory agreements, licenses, and operating agreements that affect the Property and Buyer need not object to any such matters. Seller agrees not to cause or create any additional encumbrances or other matters affecting title to the Property to be incurred following the Agreement Date that are not satisfied or otherwise removed on or before the Closing Date as contemplated above.

4.2.3 Condition of Title at Closing. Upon the Closing, Seller shall sell, transfer, and convey to Buyer fee simple title to the Real Property by a duly executed and acknowledged grant deed in the form of **Exhibit "B"** attached hereto (the "**Grant Deed**"), subject only to the Permitted Exceptions and the reservations and other matters, if any, referenced or described in said Grant Deed.

4.3 Entitlements and Zoning. Buyer shall have the right, during the term of this Agreement, to pursue all property-specific entitlements in connection with Buyer's intended use of the Property. The cost or expense of preparing for or filing for any such applications by Buyer pursuant to this Section 4.3 shall be borne solely by Buyer.

5. DESCRIPTION OF PROPERTY.

5.1 The Real Property. As used in this Agreement, the term "**Real Property**" shall mean, collectively, all of Seller's right, title, and interest in and to: (a) the Land; (b) all buildings and related improvements on the Property (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land.

5.2 The Intangible Property. As used in this Agreement, the term "**Intangible Property**" shall mean all of Seller's right, title, and interest in and to that certain intangible property owned by Seller or used by Seller in connection with all or any portion of the Real Property, including, without limitation, all of Seller's right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications (including, without limitation, CAD files), and development rights and credits relating to the Property, (b) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (c) all transferable architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements affecting any portion of the Real Property; (d) all credits (including without limitation water meter

credits), reimbursements and refunds of any fees and/or deposits paid in connection with the Real Property; and (e) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property.

6. CONDITIONS TO CLOSING.

6.1 Buyer's Closing Conditions. The obligation of Buyer to complete the transaction contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by Seller at the Closing) (the "**Buyer's Closing Conditions**"), which conditions may be waived, or the time for satisfaction of such conditions extended, by Buyer only in a writing executed by Buyer:

6.1.1 Title. Title Insurer shall be irrevocably and unconditionally prepared and committed to issue to Buyer (with an effective date not earlier than the Closing Date), an ALTA extended coverage owner's policy of title insurance ("**ALTA Extended Policy**") in favor of Buyer for the Real Property (a) showing fee title to the Real Property vested in Buyer, (b) with liability coverage in an amount equal to the Purchase Price, (c) with those endorsements reasonably requested by Buyer including, without limitation, a Mechanic's Lien Endorsement, and (d) containing no exceptions other than the Permitted Exceptions and the reservations and other matters referenced or described in the Grant Deed (the "**Owner's Title Policy**"). Buyer shall pay any difference in the cost of the premium for a standard ALTA owner's policy of title insurance and the ALTA Extended Policy. If a new or updated survey is required to enable the Title Company to issue the ALTA Extended Policy, Buyer shall obtain the same, at its sole cost and expense, in a timely manner so as to facilitate the issuance of the ALTA Extended Policy upon the Close of Escrow.

6.1.2 Seller's Due Performance. All of the representations and warranties of Seller set forth in Section 8 shall be true, correct, and complete in all material respects as of the Closing Date, and Seller, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Seller to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

6.1.3 Physical Condition of Property. The physical condition of the Real Property shall be substantially the same on the Closing Date as on the Agreement Date, except for reasonable wear and tear and any damages due to any act of Buyer or Buyer's representatives.

6.1.4 No Moratorium. As of the Closing Date, there shall be no moratorium, injunction, restraining order, or other limitation imposed by any Applicable Authority, court, administrative body, or private entity that precludes or prevents the issuance of building permits or certificates of occupancy with respect to the Real Property and/or the construction of residences or other improvements on the Real Property.

6.1.5 Bankruptcy. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or levy shall have attached to or been issued with respect to Seller's interest in the Property or any portion thereof.

6.1.6 Possession/Removal of Personal Property. Upon the Close of Escrow, Seller shall deliver exclusive and vacant possession of the Property to Buyer. Prior to the Close of Escrow Seller shall have the right to remove any or all improvements and Seller's equipment, trade fixtures or other personal property. Any such salvage and removal shall be performed pursuant to all required permits, in accordance with all laws, rules and regulations, and in such manner that the Property is delivered upon the Close of Escrow without any safety issues on site, such as large holes, partially razed structures, or any other similarly unsafe conditions. Any improvements or personal property of Seller remaining on the Property after the Close of Escrow shall be conclusively deemed abandoned by Seller (the "**Abandoned Personal Property**"). Seller waives and relinquishes all rights, title, interest and claims in any such Abandoned Personal Property and effective upon abandonment transfers, conveys and assigns all of its right, title and interest in such Abandoned Personal Property to Buyer for disposition as determined by Buyer in Buyer's sole and absolute discretion.

6.2 Seller's Closing Conditions. All of the representations and warranties of Buyer set forth in Section 9 shall be true, correct, and complete in all material respects as of the Closing Date, and Buyer, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Buyer to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

7. CLOSING.

7.1 Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on or before that date (the "**Closing Date**") which is the three hundred and sixty five (365) day after the Opening of Escrow. As used in this Agreement, the "**Closing**" shall mean the recordation of the Grant Deed in the Official Records.

7.1.1 Extension of Closing Date. Subject to the provisions of this Agreement, the Closing may be extended by an additional sixty (60) day period by Buyer's sole election, with Buyer providing advance written notice, and Buyer shall deposit as additional Deposit the sum of \$10,000.00 (ten thousand dollars) and said additional deposit shall become immediately non-refundable pursuant to all of the conditions of the Deposit. Said additional Deposit shall be applied to the Purchase Price.

7.2 Deliveries by Seller. On or before the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

7.2.1 Grant Deed. The Grant Deed conveying the Real Property to Buyer;

7.2.2 Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as **Exhibit "C"** (the "**Non-Foreign Affidavit**");

7.2.3 State Affidavit. A California Franchise Tax Board Form 593-C (the "**State Affidavit**");

7.2.4 General Assignment. A general assignment to Buyer of the Intangible Property in the form attached to this Agreement as **Exhibit "D"** (the "**General Assignment**");

7.2.5 Owner's Affidavit. An owner's affidavit or seller's certificate duly executed by Seller in the form customarily required by title insurance companies in the county in which the Property is located, in connection with the issuance of title insurance, to remove standard exceptions for mechanics liens, the gap period from the latest title update of Buyer's title insurance commitment and Parties in possession;

7.2.6 Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer or Escrow Agent; and

7.2.7 The Seller's Review and Approval. The Seller's approval of the Basic Concept Drawings shall not relieve the Buyer of its obligation to submit drawings and plans to the City of Redlands in order to obtain the discretionary entitlements and ministerial permits including required for the construction of any project on the Property. Any and all changes or revisions required by the City and its inspectors which are required under the City's Municipal Code and all other applicable Uniform Codes (such as Building, Plumbing, Fire and Electrical), and under other applicable Governmental Requirements, shall be included by the Buyer in its Construction Drawings and completed during the construction of the project. The City shall be deemed to have approved any change or revision required by the City and its inspectors. The City shall also use its best, reasonable efforts to expeditiously process for consideration all associated permits and approvals necessary for construction of any project on the Property.

7.2.8 Such other items, documents, and instruments as may be reasonably required by Buyer, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement.

7.3 Deliveries by Buyer. On or before the Closing Date, Buyer, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following funds and the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

7.3.1 Purchase Price. Cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price (less the Deposit) and all of Buyer's share of the Closing Costs (as defined below) and otherwise sufficient to close the transaction contemplated in this Agreement;

7.3.2 Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Insurer or Escrow Agent;

7.3.3 Entitlements. The Seller shall have obtained each of the discretionary entitlements and ministerial permits including, but not limited to, grading and building permits,

required by the City for the construction of the project; and the applicable limitations period for legal challenges to the project;

7.3.4 Financing. Buyer shall secure funding for the acquisition and development of the Property from a credible lending institution or private funding entity as approved by the Seller. Written documentation of funding shall be submitted to the reasonable satisfaction of the Seller; and

7.3.5 Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

7.4 Actions by Escrow Agent. Provided that Escrow Agent shall not have received written notice from Buyer or Seller of the failure of any condition to the Closing or of the termination of the Escrow and this Agreement, when Buyer and Seller have deposited into Escrow the documents and funds required by this Agreement and Title Insurer is irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy in accordance with the terms of this Agreement, Escrow Agent shall, in the order and manner indicated in this Agreement below, take the following actions:

7.4.1 Recording. Cause the Grant Deed and any other documents customarily recorded and/or that the Parties may mutually direct to be recorded in the Official Records and obtain conformed copies of such items for distribution to Buyer and Seller.

7.4.2 Funds. Disburse all funds as follows:

7.4.2.1 Pursuant to the Closing Statement (as defined below), retain for Escrow Agent's own account all escrow fees and costs, disburse to Title Insurer the fees and expenses incurred in connection with the issuance of the Owner's Title Policy, and disburse to any other persons or entities entitled to receive such fees and costs the amount of any other Closing Costs;

7.4.2.2 Disburse to Seller an amount equal to the Purchase Price, less or plus the net debit or credit to Seller by reason of the proration's and allocations of Closing Costs provided for in this Agreement; and

7.4.2.3 Disburse to the Party who deposited the same any remaining funds in the possession of Escrow Agent after the payments pursuant to Sections 7.4.2.1 and 7.4.2.2 above have been completed.

7.4.3 Delivery of Documents. Deliver: (a) to Seller (i) one original of all documents deposited into Escrow (other than the Grant Deed, the other documents recorded pursuant to the terms of this Agreement, the Non-Foreign Affidavit, the State Affidavit and the General Assignment), (ii) one copy of the Non-Foreign Affidavit, the State Affidavit and the General Assignment, and (iii) one conformed copy of each document recorded pursuant to the terms of this Agreement; and (b) to Buyer, (i) one original of all documents deposited into Escrow (other than the Grant Deed and the other documents recorded pursuant to the terms of this Agreement, but including, without limitation, the Non-Foreign Affidavit and the State Affidavit),

and (ii) the one conformed copy of each document recorded pursuant to the terms of this Agreement. Originals of any documents recorded at Closing shall be delivered after such recording as indicated thereon.

7.4.4 Owner's Title Policy. Cause Title Insurer to issue or be irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy to Buyer.

7.5 Proration's/Apportionment.

7.5.1 Method of Proration. Taxes and assessments affecting the Real Property shall be prorated between Buyer and Seller as of the Closing Date based on a 360-day year. All non-delinquent real estate taxes and assessments on the Property shall be prorated based on the actual current tax bill, but if such tax bill has not yet been received by Seller by the Closing Date or if supplemental taxes are assessed after the Closing for the period prior to the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled to the same so that Seller shall have borne all real property taxes, including all supplemental taxes, allocable to the period prior to the Closing and Buyer shall bear all real property taxes, including all supplemental taxes, allocable to the period from and after the Closing. If any real property taxes or assessments or any expenses attributable to the Real Property and allocable to the period prior to the Closing are discovered or billed after the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled to the same within five (5) Business Days following the discovery thereof or the receipt by any Party of the bill therefor, as the case may be, so that Seller shall have borne all real property taxes, assessments and expenses allocable to the period prior to the Closing and Buyer shall bear all real property taxes, assessments and expenses allocable to the period from and after the Closing.

7.5.2 Survival. The obligations under this Section 7.5 shall survive the Closing and the delivery and recordation of the Grant Deed for the Property.

7.6 Closing Costs. Each Party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs (the "**Closing Costs**"), which shall be allocated between the Parties as follows:

7.6.1 Escrow Agent's escrow fees and costs shall be shared equally by Buyer and Seller;

7.6.2 The cost of the Owner's Title Policy attributable to the standard coverage portion shall be paid by Seller;

7.6.3 The cost of the Owner's Title Policy attributable to the extended coverage portion shall be paid by Buyer;

7.6.4 The cost of any items required to be provided by Seller pursuant to Section 4.2.2, shall be paid by Seller, and the costs of any other endorsements to the Owner's Title Policy shall be paid by Buyer;

7.6.5 Seller shall pay the cost of any documentary transfer taxes in connection with the recording of the Grant Deed;

7.6.6 Seller shall pay all recording costs for recording the Grant Deed; and

7.6.7 All other closing fees and costs shall be charged to and paid by Buyer.

7.7 Closing Statement. Three (3) Business Days prior to the Closing Date, Escrow Agent shall deliver to each of the Parties for their review and approval a preliminary closing statement (the "**Preliminary Closing Statement**") setting forth: (a) the proration amounts allocable to each of the Parties pursuant to Section 7.5; and (b) the Closing Costs allocable to each of the Parties pursuant to Section 7.6. Based on each of the Party's comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and deliver a final, signed version of a closing statement to each of the Parties at the Closing (the "**Closing Statement**").

7.8 Deliveries Outside of Escrow. Upon the Closing, Seller shall deliver vacant, sole, and exclusive possession of the Property to Buyer, subject only to the Permitted Exceptions. Further, Seller hereby covenants and agrees to deliver to Buyer, on or prior to the Closing, the Intangible Property, including, without limitation, the original Property Materials to the extent within Seller's possession or control. Effective immediately upon the Closing, any personal property remaining on the Land shall be deemed abandoned and may be removed and disposed of by Buyer at its sole cost and expense. This Section 7.8 shall survive the Closing.

8. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

Seller represents, and warrants to and agrees with Buyer, as of the Agreement Date and as of the Closing Date, as follows:

8.1 Due Organization. Seller is The City of Redlands Successor Agency, a political subdivision of the State of California

8.2 Seller's Authority; Validity of Agreements. Seller has full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations under this Agreement. The individual(s) executing this Agreement and the instruments referenced in this Agreement on behalf of Seller has/have the legal power, right, and actual authority to bind Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Seller in connection with this Agreement shall be, duly authorized, executed, and delivered by Seller and the valid, binding, and enforceable obligations of Seller (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Seller or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Seller or the Property.

8.3 No Third-Party Rights. Except as disclosed in the Title Report, Seller is not aware of any leases or occupancy agreements that grant third-Parties any possessory or rights to use all or any part of the Property.

8.4 Litigation. Seller is not aware of (a) any actions, investigations, suits, or proceedings pending or threatened that affect the Property, the ownership or operation thereof, or the ability of Seller to perform its obligations under this Agreement, and (b) there are no judgments, orders, awards, or decrees currently in effect against Seller with respect to the ownership or operation of the Property that have not been fully discharged prior to the Agreement Date.

8.5 Zoning and Condemnation. Except as disclosed in the Property Materials, Seller is not aware of any planned or pending proceedings to alter or restrict the zoning or other use restrictions applicable to the Property, to condemn all or any portion of the Property by eminent domain proceedings or otherwise, or to institute a moratorium or similar restriction on building on or issuing certificates of occupancy for construction on the Property.

8.6 No Violations of Environmental Laws. To Seller's knowledge and except as disclosed in the Property Materials: (a) the Property is not in, nor has it been or is it currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("**Environmental Laws**"); (b) the Property has not been subject to a deposit of any Hazardous Substance; (c) neither Seller nor any third Party has used, generated, manufactured, stored, or disposed in, at, on, or under the Property any Hazardous Substance; and (d) there is not now in, on, or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials, or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. Seller hereby assigns to Buyer as of the Closing all claims, counterclaims, defenses, and actions, whether at common law or pursuant to any other applicable federal, state or other laws that Seller may have against any third Party or Parties relating to the existence or presence of any Hazardous Substance in, at, on, under, or about the Property. For purpose of this Agreement, the term "**Hazardous Substance**" shall include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws.

8.7 No Other Commitments. Except as may be disclosed in the Title Report, Seller has not made any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, that would in any way be binding on Buyer or would interfere with Buyer's ability to develop and improve the Property for residential, commercial, or retail purposes, and Seller shall not make any such commitment or representation that would affect all or any portion of the Property without Buyer's written consent.

8.8 Wells. Except as disclosed in the Property Materials, Seller is not aware of wells, drilling holes or wellheads located on or under the Property.

8.9 Landfill/Waste Disposal Site. Seller has not used the Property and, except as disclosed in the Property Materials, Seller is not aware that the Property has ever been used as a landfill, waste disposal site, or burial site.

8.10 Property Materials. Seller is not aware of any material defects, deficiencies, or inaccuracies in any of the Property Materials.

8.11 Permits and Approvals. To Seller's knowledge, all work performed on the Property by or at the request of Seller including, without limitation, brush removal, has been performed in

material compliance with all applicable laws, rules and regulations and pursuant to all required permits and approvals.

8.12 Williamson Act. Seller represents that no land conservation contract pursuant to the Williamson Act, as defined in Chapter 7 of Division 1 of Title 5 (Sections 51200, et seq.) of the California Government Code, as amended, or any successor statute thereto ("**Williamson Act Contract**"), currently affects the Property. If a Williamson Act Contract is in effect with respect to the Property, Seller agrees that Seller shall be responsible, at its sole cost and expense, to cause the termination of the Williamson Act Contract on or before the Close of Escrow such that Buyer shall acquire title to the Property free and clear of the Williamson Act Contract.

8.13 Actual Knowledge. For purposes hereof, "**Seller is not aware**" or "**to Seller's knowledge**", or like terms shall mean the current actual knowledge of James Troyer, without implying any duty of investigation or inquiry. In furtherance thereof, Seller hereby warrants and represents that James Troyer is the Seller's representative most knowledgeable regarding the Property.

8.14 Survival. All of the representations, warranties, and agreements of Seller set forth in this Agreement shall be true upon the Agreement Date, shall be deemed to be repeated at and as of the Closing Date, and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, Seller shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Seller's representations or warranties to become untrue. If any representation or warranty of Seller was true as of the date of this Agreement, but is not true as of the Closing Date, then Seller shall disclose this changed fact to Buyer in writing. So long as Seller makes the foregoing disclosure and the change of circumstances regarding the representation or warranty did not arise due to the fault of Seller, then Seller shall not be in breach of this Agreement due to the fact that the representation or warranty has become untrue as of the Closing Date; provided, however, the fact that any representation or warranty under this Section 8 is untrue as of the Closing Date shall still be a failure of a condition pursuant to Section 6.1.2. Notwithstanding the foregoing, if Buyer has actual knowledge of the incorrectness of any representation or warranty set forth in this Section 8 as of the Close of Escrow and Buyer has not elected to terminate this Agreement as provided in this Agreement, then Buyer will be deemed to have waived any claim against Seller for the incorrectness of such representation or warranty.

9. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants to Seller, as of the Agreement Date and as of the Closing Date, as follows:

9.1 Due Organization. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California and is authorized to do business in the State of California.

9.2 Buyer's Authority; Validity of Agreements. Buyer has full right, power, and authority to purchase and acquire the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced in this Agreement on behalf of Buyer has/have the legal power, right, and

actual authority to bind Buyer to the terms of this Agreement and such instruments and documents. This Agreement is, and all other instruments, documents, and agreements to be executed and delivered by Buyer in connection with this Agreement shall be, duly authorized, executed, and delivered by Buyer and the valid, binding, and enforceable obligations of Buyer (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, violate any provision of any law, statute, ordinance, rule, regulation, agreement or judicial order to which Buyer is a Party or to which Buyer is subject.

9.3 Survival. All of the representations, warranties, and agreements of Buyer set forth in this Agreement shall be true upon the Agreement Date, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, Buyer shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Buyer's representations or warranties to become untrue.

10. AS-IS.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY; (B) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE DEED, AND/OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED BY SELLER AT CLOSING (THE "**EXPRESS REPRESENTATIONS**"), NEITHER SELLER NOR ANY OF ITS AGENTS, REPRESENTATIVES, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; AND (C) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING SECTION 8.6 AS IT RELATES TO THE LAND AND IMPROVEMENTS), THE PROPERTY IS BEING SOLD TO BUYER IN ITS PRESENT "AS IS" CONDITION SUBJECT TO THE EXPRESS REPRESENTATIONS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE TERMS OF THIS AGREEMENT, BUYER WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS BUYER MAY REASONABLY DESIRE AND, ACCORDINGLY, SUBJECT TO THE EXPRESS REPRESENTATIONS, BUYER WILL RELY SOLELY ON ITS OWN DUE DILIGENCE AND INVESTIGATIONS IN PURCHASING THE PROPERTY. IN CONNECTION WITH THE FOREGOING (EXCEPT AS TO SECTION 8.6 WITH RESPECT TO THE LAND AND IMPROVEMENTS), BUYER EXPRESSLY AGREES TO WAIVE ANY AND ALL RIGHTS WHICH BUYER MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

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

11. RISK OF LOSS.

11.1 Condemnation. If, prior to any Closing, all or any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer in writing of such fact. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of such notice from Seller, in which event the Deposit shall be returned to Buyer. Notwithstanding the foregoing, Buyer's failure to provide written notice of Buyer's election to terminate within such ten (10) Business Day period shall be deemed Buyer's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, Buyer shall have the right to participate in any proceedings and negotiations with respect to the taking and any transfer in lieu of taking (and Seller shall not consummate any transfer in lieu of taking without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed). If Buyer waives the right to terminate this Agreement and elects to proceed with the Closing, then (a) Seller, at, and as a condition precedent to Buyer's obligation to proceed with, the Closing, must: (i) pay to Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of all awards for the taking (and any consideration for any transfer in lieu of taking) actually received by Seller; and (ii) assign to Buyer by written instrument reasonably satisfactory to Buyer all rights or claims to any future awards for the taking (and any consideration for any transfer in lieu of taking); and (b) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

11.2 Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, contamination by hazardous materials or other casualty shall be borne and assumed by Seller. If, prior to the Closing, any portion of the Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, contamination by hazardous materials or other casualty, Seller shall immediately notify Buyer in writing of such fact. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of any such notice from Seller, in which event the Deposit shall be returned to Buyer. Notwithstanding the foregoing, Buyer's failure to provide written notice of Buyer's election to terminate within such ten (10) Business Day period shall be deemed Buyer's election to terminate 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 claim. If Buyer waives the right to terminate this Agreement and elects to proceed with the Closing, then (a) Seller, at, and as a condition precedent to Buyer's obligation to proceed with, the Closing, must either: (i) pay to Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of any insurance proceeds actually received by Seller plus the amount of any deductible under Seller's insurance; or (ii) if no insurance proceeds have been received by Seller, assign to Buyer by written instrument reasonably satisfactory to Buyer all rights or claims to the insurance proceeds and credit Buyer against the Purchase Price for any deductible payable under Seller's insurance policy; and (b) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

12. REMEDIES.

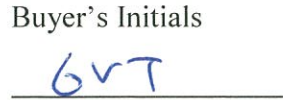
12.1 Default by Seller. If Seller shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Seller's obligations under this Agreement at or prior to Closing, and if such failure continues without cure by Seller for five (5) Business Days after Buyer provides Seller and Escrow Agent with written notice thereof (a "**Seller Default**"), and provided Buyer is not then in default, then Buyer may, as Buyer's sole remedies for such failure, but without limiting Buyer's right to recover attorneys' fees pursuant to Section 14.13 below: (a) waive the effect of such matter and proceed to consummate this transaction; (b) cancel this Agreement and receive a full refund of the Deposit and recover from Seller the reasonable out-of-pocket expenses incurred by Buyer related to the Property and this transaction, which amounts shall be payable by Seller to Buyer within five (5) Business Days following receipt by Seller of written request therefor from Buyer together with copies of invoices evidencing such expenses; or (c) proceed with any remedies available to Buyer at law or in equity, which may, without limitation, include the bringing of an action against Seller for specific performance and/or recovery of the Deposit and any other damages suffered or incurred by Buyer as a result of any breach or failure by Seller to perform any of Seller's obligations under this Agreement.

12.2 Default by Buyer. IF BUYER SHALL BREACH ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR OTHERWISE FAIL TO PERFORM ANY OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND IF SUCH FAILURE CONTINUES WITHOUT CURE BY BUYER FOR FIVE (5) BUSINESS DAYS AFTER SELLER PROVIDES BUYER AND ESCROW AGENT WITH WRITTEN NOTICE THEREOF, AND PROVIDED SELLER IS NOT THEN IN DEFAULT, THEN SELLER MAY WAIVE SUCH BREACH AND PROCEED TO CONSUMMATE THIS TRANSACTION IN ACCORDANCE WITH THE TERMS HEREOF, OR SELLER MAY, AS ITS EXCLUSIVE REMEDY (BUT WITHOUT LIMITING SELLER'S RIGHT TO RECOVER ATTORNEYS' FEES PURSUANT TO SECTION 14.13 BELOW), CANCEL THIS AGREEMENT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR THE ACCEPTANCE OF THIS AGREEMENT AND FOR TAKING THE PROPERTY OFF THE MARKET, AND NOT AS A PENALTY. BUYER AND SELLER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ANY OF ITS OBLIGATIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES UNDER THE CIRCUMSTANCES IS AN AMOUNT EQUAL TO THE DEPOSIT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IF BUYER BREACHES ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE DEFAULTS HEREUNDER, SELLER MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

Seller's Initials



Buyer's Initials



13. BROKERS.

The Parties acknowledge that neither Party has been represented by a real estate broker, with respect to this transaction. Both Parties here agree that neither Party shall owe any real estate brokerage commissions or finder's fee to the other Party, provided that each Party shall indemnify the other for any and all claims for brokerage commissions or finder's fees from any third party that may arise or be alleged to arise out of the acts of that Party.

14. MISCELLANEOUS PROVISIONS.

14.1 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either Party by the other Party in connection with the subject matter hereof except as specifically set forth in this Agreement or in the documents delivered pursuant hereto or in connection herewith.

14.2 Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14.3 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by registered or certified mail, by facsimile transmission, electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To Buyer:

REDLANDS FOOD HALL, LP
Attention: Arteco Management LLC, Gerald V Tessier
281 S Thomas St, Ste. 504
Pomona, CA 91766
Telephone: 909.629.5359
Email: jtessier@artecopartners.com

To Seller:

City of Redlands
P.O. Box 3005
Redlands, California 92373
Attention: City Clerk
Telephone: (909) 798-7531
Email: sirwin@cityofredlands.org

With A Copy To: City Attorney
City of Redlands
Attention: Daniel J. McHugh
Telephone: (909) 798-7595
Email: dmchugh@cityofredlands.org

To Escrow Agent: Ticor Title Company of California
4120 Concourses Ave., Ste. 400
Ontario, CA 91764
Attention: Loretta Hovey
Telephone: 909.579.1515
Email: lhovey@ticortitle.com

or to such other address or such other person as the addressee Party shall have last designated by Notice to the other Party and Escrow Agent. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, facsimile transmission (so long as confirmed by the appropriate automatic confirmation page), electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a Party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative facsimile number for which no Notice was given of a substitute number, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any Party may be given by legal counsel for such Party. Telephone numbers are provided in this Agreement for convenience only and shall not alter the manner of giving Notice set forth in this Section 14.4.

14.4 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 7.6 of this Agreement and of any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any Party hereto in connection with this Agreement shall be borne by such Party.

14.5 Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

14.6 Successors and Assigns. Neither Seller nor Buyer shall assign its rights under this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party shall have the right, without the consent of the other, to assign its rights under this Agreement to an affiliate entity directly or indirectly controlling, controlled by or under common control with the assigning Party or an entity in which such assigning Party or such an affiliate directly or indirectly owns a financial and voting interest and directly or indirectly is responsible for day to day management of the entity provided such assignee assumes such Party's obligations hereunder pursuant to a written agreement, a copy of which shall be provided to the other Party by the assigning Party. Notwithstanding any such

assignment, no assignment shall relieve the assignor of any obligations or liability under this Agreement. Subject to the foregoing, all of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

14.7 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, including, without limitation, by .pdf scanned counterparts of any initialed or executed pages delivered via electronic mail, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

14.8 Governing Law; Jurisdiction; Waiver of Jury; Judicial Reference. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in San Bernardino County in any action related to or arising under this Agreement. **EACH PARTY TO THIS AGREEMENT EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENTS OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IF THAT THE JURY TRIAL WAIVER CONTAINED IN THIS AGREEMENT SHALL BE HELD OR DEEMED TO BE UNENFORCEABLE, EACH PARTY HERETO HEREBY EXPRESSLY AGREES TO SUBMIT TO JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1 ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER FOR WHICH A JURY TRIAL WOULD OTHERWISE BE APPLICABLE OR AVAILABLE. PURSUANT TO SUCH JUDICIAL REFERENCE, THE PARTIES AGREE TO THE APPOINTMENT OF A SINGLE REFEREE AND SHALL USE THEIR BEST EFFORTS TO AGREE ON THE SELECTION OF A REFEREE. IF THE PARTIES ARE UNABLE TO AGREE ON A SINGLE REFEREE, A REFEREE SHALL BE APPOINTED BY THE COURT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 640 TO HEAR ANY DISPUTES HEREUNDER IN LIEU OF ANY SUCH JURY TRIAL. SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE APPOINTED REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES IN THE APPLICABLE ACTION OR PROCEEDING, WHETHER OF FACT OR LAW, AND SHALL REPORT A STATEMENT OF DECISION THEREON; PROVIDED, HOWEVER, THAT ANY MATTERS WHICH WOULD NOT OTHERWISE BE THE SUBJECT OF A JURY TRIAL WILL BE UNAFFECTED BY THIS WAIVER AND THE AGREEMENTS CONTAINED**

IN THIS AGREEMENT. THE PARTIES HERETO HEREBY AGREE THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT HAVE BEEN FAIRLY NEGOTIATED ON AN ARMS-LENGTH BASIS, WITH BOTH SIDES AGREEING TO THE SAME KNOWINGLY AND BEING AFFORDED THE OPPORTUNITY TO HAVE THEIR RESPECTIVE LEGAL COUNSEL CONSENT TO THE MATTERS CONTAINED IN THIS AGREEMENT. ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY AND THE AGREEMENTS CONTAINED IN THIS AGREEMENT REGARDING THE APPLICATION OF JUDICIAL REFERENCE IF OF THE INVALIDITY OF SUCH JURY TRIAL WAIVER.

14.9 Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

14.10 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

14.11 Further Assurances. In addition to the actions recited in this Agreement and contemplated to be performed, executed, and/or delivered by Seller and Buyer, during the term of this Agreement and after the Closing, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby. In furtherance of the foregoing, so long as Buyer is not in default under the terms of this Agreement, Seller will cooperate, as reasonably needed, and at no cost to Seller, in Buyer's due diligence review process, which shall include but not be limited to Seller's consent to Buyer's unrestricted access to agencies, representatives, tenants, consultants and other parties familiar with the Property and the execution and delivery of such applications or other documents as reasonably requested by Buyer.

14.12 Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the Party causing the Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel. If any words or phrases in this Agreement have been stricken, whether or not replaced by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.

14.13 Attorneys' Fees. If either Party brings an action or proceeding against the other Party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing Party in such action or proceeding shall be awarded all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees (including fees for a Party's use of in-house counsel), charges, disbursements, and the fees and costs of expert witnesses. If any Party secures a judgment in any such action or proceeding, then any costs and

expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment. This Section shall survive Closing and any earlier termination of this Agreement.

14.14 Business Days. As used in this Agreement, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, or legal holiday. If that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if that the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a Business Day on which Escrow Agent is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Agent is open for business to the public.

The Parties have executed this Agreement as of the day and year first written above.

SELLER:

THE CITY OF REDLANDS SUCCESSOR
AGENCY, a political subdivision of the State of
California

By 
Paul W. Foster, Chairman

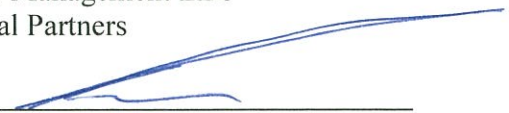
ATTEST:


Arthur Samuel Irwin, Jr.

BUYER:

REDLANDS FOOD HALL, LP, a California limited liability partnership

By: Arteco Management LLC
Its: General Partners

By: 
Gerald V Tessier
Its: Manager

ESCROW AGENT:

The undersigned Escrow Agent hereby accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions, agrees to act as Escrow Agent under this Agreement in strict accordance with its terms, agrees to insert as the "Agreement Date" on page 1 of this Agreement, if not otherwise dated, the latest date this Agreement was signed by Seller and Buyer and delivered to Escrow Agent, and agrees to comply with the applicable provisions of the Internal Revenue Code with respect to the transactions contemplated hereby.

**TICOR TITLE COMPANY OF CALIFORNIA
TITLE INSURANCE COMPANY**

Date: _____

By: _____
Name: Loretta Hovey
Title: Escrow Agent

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION
EXHIBIT "B"	GRANT DEED
EXHIBIT "C"	NON-FOREIGN AFFIDAVIT
EXHIBIT "D"	GENERAL ASSIGNMENT

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

(See following page)

EXHIBIT A

PARCEL NO. 1:

THAT PORTION OF BLOCK "D", CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 PAGE 57 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 367 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 29;
THENCE NORTH 33.5 FEET;
THENCE WEST 138 FEET;
THENCE SOUTH 33.5 FEET;
THENCE EAST TO THE POINT OF BEGINNING.

PARCEL NO. 2:

LOTS 1, 3, 5, 7, 9, 11, BLOCK "D", CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 PAGE 57 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL NO. 3:

THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 28, BLOCK 77 OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 PAGE 2 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ORANGE STREET, WHICH SAID POINT IS 342.25 FEET NORTH AND 10 FEET WEST OF THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH 1/2 OF SAID LOT 28;
THENCE NORTH ON THE WEST LINE OF SAID ORANGE STREET, 60 FEET;
THENCE WEST 320 FEET;
THENCE SOUTH 60 FEET;
THENCE EAST 320 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 28, BLOCK 77 OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 PAGE 2 OF MAPS, RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ORANGE STREET, WHICH SAID POINT IS 242.25 FEET NORTH AND 10 FEET WEST OF THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH 1/2 OF SAID LOT 28;
THENCE NORTH ON THE WEST LINE OF SAID ORANGE STREET, 100 FEET;
THENCE WEST 320 FEET;
THENCE SOUTH 100 FEET;
THENCE EAST 320 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

GRANT DEED

RECORDING REQUESTED BY:

Ticor Title Company of California Title Insurance Company

WHEN RECORDED MAIL TO:

REDLANDS FOOD HALL, LP
281 S Thomas Street, Ste. 504
Pomona, CA 91766
Attention: Gerald V Tessier

(Space Above for Recorder's Use)

APN Numbers 0169-281-47, 48, 49 and 50.

GRANT DEED

The undersigned Grantor declares that Documentary Transfer Tax is not shown pursuant to Section 11932 of the California Revenue and Taxation Code, as amended.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California**, (the "Grantor"), hereby grants to, REDLANDS FOOD HALL, LP a California limited liability partnership, the real property in the City of Redlands, County of San Bernardino, State of California, described in **Exhibit "A"** attached to and incorporated in this Agreement by this reference.

THIS GRANT AND CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD.

[signature page follows]

MAIL TAX STATEMENTS TO:

REDLANDS FOOD HALL, LP
281 S Thomas Street, Ste. 504
Pomona, CA 91766
Attention: Gerald V Tessier

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed as of 12/7/16, 2016.

GRANTOR:

**THE CITY OF REDLANDS SUCCESSOR
AGENCY, a political subdivision of the State of
California,**

By: 
Paul W. Foster, Chairman

ATTEST:


Arthur Samuel Irwin, Jr.

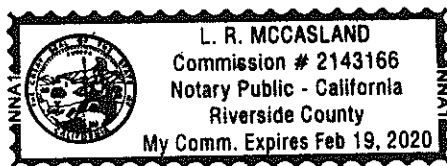
A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO

On Dec. 7, 2016, 2016, before me, L.R. McCasland, Notary Public
Paul Wesley Foster and Arthur Samuel Elwin, 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.



L.R. McCasland
Notary Public
In and For Said County and State

Document No. _____

Recorded _____, 2016

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION
NOT BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE
OF THE COUNTY RECORDER (PURSUANT TO SECTION 11932
REVENUE AND TAXATION CODE)

TO: Recorder
County of San Bernardino

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act that the amount of the tax due not be shown on the original document which names:

Grantor: THE CITY OF REDLANDS SUCCESSOR AGENCY,

Grantee: **REDLANDS FOOD HALL, LP**, a California limited partnership

The property described in the accompanying document is located in the City of Redlands, County of San Bernardino.

The amount of tax due on the accompanying document is \$ 0, computed on the full value of the property conveyed.

(Signature of Grantor or Agent)

THE CITY OF REDLANDS SUCCESSOR
AGENCY, a political subdivision of the State of
California

By: 
Paul W. Foster, Chairman

ATTEST:



Arthur Samuel Irwin, Jr.

Note: After the permanent record is made, this form will be affixed to the conveying document and returned with it.

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

STATE OF CALIFORNIA

County of San Bernardino

The undersigned, as authorized agent of THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California ("**Transferor**"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform **REDLANDS FOOD HALL, LP**, a California limited partnership ("**Transferee**"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

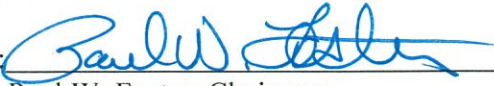
1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;
2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);
3. Transferor's U.S. taxpayer identification number is: 95-6000766;
4. Transferor's business address is: P.O. Box 3005, Cajon Street, Redlands, CA 92373.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this Agreement could be punished by fine, imprisonment, or both.

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

TRANSFEROR:

THE CITY OF REDLANDS SUCCESSOR
AGENCY, a political subdivision of the State of
California

By: 
Paul W. Foster, Chairman

ATTEST:



Arthur Samuel Irwin, Jr.

A notary public or other officer completing this certificate verified 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

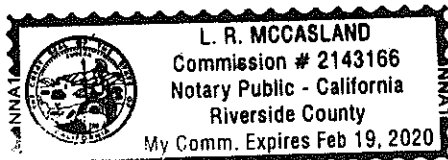
San Bernardino

SS.

On Dec. 7, 2016, 2016, before me, L.R. McCasland,
Notary Public, personally appeared Paul Wesley Foster & Arthur Samuel Elva,
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.



L.R. McCasland
Notary Public
In and For Said County and State

EXHIBIT "D"

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is executed as of the 6th day of December, 2016, by THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California ("**Assignor**"), to and for the benefit of, **REDLANDS FOOD HALL, LP**, a California limited partnership ("**Assignee**").

Contemporaneously with this Assignment, Assignee is acquiring from Assignor certain real property described in **Exhibit "A"** attached to this Assignment (the "**Land**"), together with all of Assignor's right, title, and interest in and to: (a) all improvements on the Land (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land (collectively, the "**Real Property**");

In connection with the foregoing acquisition, Assignor desires to transfer and assign to Assignee all of Assignor's right, title, and interest in and to certain items and rights applicable or relating thereto, all as provided in this Assignment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, transfers, and assigns unto Assignee all of Assignor's right, title, and interest in and to that certain intangible property owned by Assignor or used by Assignor in connection with all or any portion of the Real Property, including, without limitation, all of Assignor's right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications (including, without limitation, CAD files), and development rights and credits relating to the Real Property, (b) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property, excluding therefrom any books, records, documents and other instruments relating solely to the ordinary course of the agricultural and family use of the Real Property; (c) all transferable architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements affecting any portion of the Real Property; (d) all credits (including, without limitation, water meter fee credits), reimbursements and refunds of any fees and/or deposits paid in connection with the Real Property; and (e) all transferable guarantees, warranties, claims and causes of action relating to all or any portion of the Real Property, and Assignor agrees not to release, waive, or alter the liability of any persons providing such guarantees, warranties, claims or causes of action from and after the date of this Assignment.

This Assignment is binding upon the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to evidence the assignment contained in this Agreement.

This Assignment shall be governed by and interpreted under the laws of the State of California, without regards to its principles of conflict of laws.

ASSIGNOR:

THE CITY OF REDLANDS SUCCESSOR
AGENCY, a political subdivision of the
State of California

By: 
Paul W. Foster, Chairman

ATTEST:


Arthur Samuel Irwin, Jr.

**EXHIBIT "A" TO GENERAL ASSIGNMENT
LEGAL DESCRIPTION**

(See Following Page)

EXHIBIT A

PARCEL NO. 1:

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THENCE NORTH 33.5 FEET;
THENCE WEST 138 FEET;
THENCE SOUTH 33.5 FEET;
THENCE EAST TO THE POINT OF BEGINNING.

PARCEL NO. 2:

LOTS 1, 3, 5, 7, 9, 11, BLOCK "D", CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 PAGE 57 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL NO. 3:

THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

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THENCE NORTH ON THE WEST LINE OF SAID ORANGE STREET, 60 FEET;
THENCE WEST 320 FEET;
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