

AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS

SELLER: THE SUCCESSOR AGENCY TO THE COMMERCE  
COMMUNITY DEVELOPMENT COMMISSION

BUYER: TOM MALKASIAN

DATE: \_\_\_\_\_

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## AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made as of \_\_\_\_\_, by and between the SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a public body ("**Successor Agency**" or "**Seller**"), and TOM MALKASIAN an individual ("**Buyer**").

### RECITALS

1. The property commonly known as 6350 E. Washington Boulevard, Commerce, California, (APN 6336-009-905), legally described on **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto ("**Property**") was formerly owned by the Commerce Community Development Commission. The Property includes, without limitation, all right, title and interest of Seller in any leases, licenses, approvals and other items pertaining to the Property and all tangible personal property owned by sell and located on the Property.
2. As part of the 2011-12 State budget bill, the California Legislature enacted, and the Governor signed AB X1 26 ("**AB 26**") requiring that each redevelopment agency be dissolved. On June 27, 2012 the State Legislature adopted Assembly Bill 1484 ("**AB 1484**") amending the provisions of AB 26.
3. The Property was previously owned by the Commerce Community Development Commission ("**Commerce Development Commission**"), and in accordance with AB 26 and AB 1484 and pursuant to California Health and Safety Code Sections 34173 and 34175(b) the Property was transferred to the Successor Agency by operation of law and is presently owned by the Successor Agency. On May 19, 2014, the California Department of Finance approved the Successor Agency's Long Range Property Management Plan ("**LRPMP**") for the Property. Thus, the Successor Agency has the right and authority to transfer the Property consistent with the Long Range Property Management Plan.
5. The Successor Agency is the current legal owner of the Property as the successor in interest to the former Commerce Development Commission.
6. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement.

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

### 1. PURCHASE AND SALE.

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Agreement.

## 2. PURCHASE PRICE.

The total purchase price ("**Purchase Price**") for the Property shall be One Million Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00), payable by Buyer to Seller as follows:

(a) The cash sum of Ten Thousand Dollars (\$10,000.00) shall be deposited in Escrow within two (2) days of the opening of Escrow ("**Buyer Deposit**"), to be held in an interest-bearing passbook account at a lending institution which is FDIC insured (with interest accruing to the credit of Buyer). After the Contingency Removal Date the Buyer Deposit becomes non-refundable. The Buyer Deposit shall be credited toward the Purchase Price at Close of Escrow.

(b) The balance of the Purchase Price, One Million Two Hundred Forty Thousand and No/100 Dollars (\$1,240,000.00) in good funds shall be deposited in Escrow by Buyer three business days prior to Close of Escrow for delivery to Seller upon Close of Escrow.

## 3. CONDITION OF TITLE TO PROPERTY.

### 3.1 TITLE TRANSFER AT CLOSE OF ESCROW

Title to the Property shall be conveyed to Buyer upon the Close of Escrow.

### 3.2 TITLE EXCEPTIONS

Title to the Property shall be conveyed to Buyer by Grant Deed in the form attached hereto as **Exhibit "C"**, free and clear of all liens except for:

(a) Liens securing real property taxes and assessments (which constitute liens not yet due and payable);

(b) Such other exceptions and reservations shown on a Preliminary Title Report ("**Preliminary Report**") issued by First American Title Insurance Company ("**Title Company**") which are approved by Buyer. (All exceptions to title permitted pursuant to this Paragraph 3.2(b) are referred to in this Agreement as "**Permitted Exceptions**").

### 3.3 REVIEW OF TITLE

(a) Seller agrees to furnish Buyer with a copy of the Preliminary Report, together with a legible copy of all recorded exceptions to title, within ten (10) days of the Opening of Escrow.

(b) Buyer shall have ten (10) days after receipt of the later of 1) the Preliminary Report, 2) copies of all recorded exceptions to title, or 3) an ALTA survey for the Property, which shall be procured by Buyer at its expense, within which to notify Seller in writing of Buyer's disapproval, in its sole and absolute discretion, of any exceptions set forth in the Preliminary Report.

(c) In the event of Buyer's disapproval of the Preliminary Report, Seller, at its sole election (to be exercised by written notice to Buyer within three (3) days after receipt of Buyer's said notice of disapproval), shall have ten (10) days after Buyer's said disapproval within which to remove or otherwise remedy the disapproved exceptions.

(d) If Seller cannot eliminate or otherwise remedy the disapproved exceptions within said ten (10) day time period, then Seller shall provide Buyer with written notice of the same, and Buyer shall have five (5) days after receipt of Seller's notice to elect to waive its prior objections to such matters or to terminate this Agreement. If Buyer does not timely provide Seller with written notice of its election to waive its prior objections, then this Agreement shall thereupon terminate and all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs.

### 3.4 TITLE INSURANCE

Title to the Real Property shall be evidenced by the commitment of the Title Company to issue a standard American Land Title Association policy of title insurance with liability in the amount of the Purchase Price showing title to the Real Property vested in (or as designated by) Buyer subject only to the Permitted Exceptions. If the Buyer desires to obtain an extended coverage American Land Title Association policy, Buyer shall bear all costs of the policy and any required survey, in excess of the cost of the standard American Land Title Association policy.

## 4. CONDITION OF PROPERTY AND CONTINGENCIES.

### 4.1 CONDITION OF PROPERTY

(a) Except as provided in this Agreement, the Property shall be conveyed and delivered to Buyer in an "as-is" physical condition. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 6.1 OR OTHERWISE IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS OR BROKER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:

(1) The quality, nature, adequacy and physical condition and aspects of the Property, including, but not limited to, sewage, and utility systems, the square footage within the Property.

(2) The quality, nature, adequacy, and physical condition of soils, geology and any groundwater.

(3) The existence, quality, nature, adequacy and physical condition of utilities serving the Property.

(4) The development potential of the Property, and the Property's use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Property for any particular purpose.

(5) The zoning or other legal status of the Property or any other public or private restrictions on use of the Property.

(6) The compliance of the Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental, entity or of any other person or entity (including, without limitation, the Americans with Disabilities Act).

(7) The presence of hazardous materials on, under or about the Property or the adjoining or neighboring property.

(8) The quality of any labor and materials used in any Improvements.

(9) The economics of the operation of the Property.

(b) Seller is not in any way responsible for any demolition or physical site clearance of said Property. Buyer is solely responsible for the relocation of utilities and easements as necessary on any parcel within the Property.

#### 4.2 BUYERS CONTINGENCIES

(a) Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs 4.2.1 through 4.2.3 below in this Paragraph 4.2 ("**Contingencies**"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer for any or no reason in Buyer's sole and absolute discretion by written notice to Escrow on or before the date that is ninety (90) days from the Opening of Escrow *and* receipt by Buyer of all documents, leases, contracts and records affecting the Property that are in Seller's possession or control, the ("**Contingency Removal Date**").

##### 4.2.1 Buyer's Review of Title

Buyer's review and approval of the Preliminary Report and all recorded exceptions to title in accordance with Section 3.3 of this Agreement. Upon the Close of Escrow, the Title Company shall be irrevocably committed to issue the Title Policy insuring fee title to the Property as being vested in Buyer subject to only the Permitted Exceptions and otherwise in a condition approved by Buyer.

##### 4.2.2 Physical Inspection of Property

Buyer's inspection and examination of the physical condition of the Property. Buyer shall have access to the property upon reasonable notice to Seller at reasonable times and shall have the right to conduct, at Buyer's expense, soil tests, engineering feasibility studies, environmental investigations and such other studies with respect to the physical condition of the Property as Buyer may desire. Buyer shall have until the Contingency Removal Date to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or directly related to damage to property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of soil tests, environmental investigations and other studies with respect to the physical condition of the Property. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (b), Buyer shall promptly upon such

election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the physical condition of the Property.

In the event that Buyer exercises this right of inspection, Buyer shall comply with all applicable laws and obtain all permits which may be required with respect to its investigations and testing. Buyer further agrees to indemnify, defend, and hold harmless Seller and the Property from and against any and all claims, damages, liabilities, and losses arising from such activities of Buyer or its employees or agents, and from and against all mechanics', materialmens', and other liens resulting from any such conduct. Buyer shall restore the Property as nearly as possible to its condition existing immediately prior to any such entry by or on behalf of Buyer. Prior to entry upon the Site Buyer shall obtain insurance covering Buyer's indemnity, hold harmless, and defense obligations to Seller pursuant to this paragraph. Prior to entry upon the Property for such inspection Buyer shall furnish to Seller duplicates of appropriate certificates of commercial general liability insurance in the amount of at least Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage and Five Million Dollars (\$5,000,000) general aggregate limit, naming Seller as an additional insured, insuring Buyer's obligations and responsibilities under this paragraph (4). Buyer shall maintain each such policy in effect until the Close of Escrow.

#### 4.2.3 Due Diligence Review

No later than ten (10) calendar day after the Opening of Escrow, Seller shall deliver to Buyer the due diligence documents described on **Exhibit "D" ("Due Diligence Documents")**. Not later than the Contingency Removal Date, Buyer shall deliver to Seller and Escrow Holder written notice of Buyer's approval or disapproval of its due diligence review of the Due Diligence Documents and the feasibility of this transaction (the **"Due Diligence Examination"**). Buyer shall be deemed to have disapproved its Due Diligence Examination and not to have removed all of its contingencies to Closing unless Buyer shall provide written notice of its approval of same to Seller and Escrow Holder prior to Contingency Removal Date. During the Due Diligence Examination, and thereafter until Close of Escrow, Buyer may perform due diligence examinations, reviews and inspections of all matters pertaining to the Property, including, the feasibility of the Property for Buyer's intended purposes, survey and title matters, environmental and governmental compliance matters, matters pertaining to the tenants and Leases, and investigations concerning the physical and financial condition of the Property and local market conditions. All due diligence examinations, reviews and inspections conducted by Buyer shall be at Buyer's sole cost and expense. Seller shall provide Buyer with reasonable access to the Property, the tenants and to Seller's agents and employees involved in the management of the Property upon reasonable notice. Buyer shall, at all times, conduct its due diligence review, inspections and examinations in a manner so as to not cause damage to the Property and so as to not unreasonably interfere with, disturb or otherwise violate the rights of any tenant of the Property. Buyer agrees to indemnify, defend and hold Seller and the Property harmless from and against any and all claims, loss, cost, damage, liability or expense arising from the performance by Buyer, its employees, its contractors, subcontractors, brokers, agents and representatives of its due diligence reviews, inspections and examinations hereunder (the foregoing obligations surviving any termination of this Agreement). In no event shall Buyer make any intrusive physical testing (environmental, structural or otherwise) at the Property (such as soil borings or the like) without Seller's prior written consent (which Seller may grant or



withhold in its sole and absolute discretion), and Buyer shall in all events promptly return the Property to its prior condition and repair thereafter.

#### 4.2.4. Failure of Contingency

(a) Buyer may terminate this Agreement or disapprove any Contingency, with or without cause, at any time on or prior to the Contingency Removal Date by giving the Seller written notice of such disapproval or termination, in which event all sums and documents deposited in Escrow shall be immediately returned to the parties who respectively deposited the same without further instruction, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs.

(b) If Buyer disapproves any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves.

(c) If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit set forth above in Paragraph 4.2, it shall conclusively be deemed that Buyer has approved such Contingency.

(d) If Buyer does not terminate this Agreement on or prior to the Contingency Removal Date, the Buyer Deposit shall become non-refundable, and if Buyer fails to close Escrow through no fault of Seller, the Buyer Deposit shall constitute liquidated damages due to Seller.

#### 4.3 CONDITIONS PRECEDENT.

The following "Conditions Precedent" shall be satisfied and true as of the Close of Escrow.

4.3.1 Seller has represented to Buyer in writing that Seller has no knowledge of any Leases or Other Contracts affecting the Property other than those Seller shall have delivered to Buyer.

4.3.2 Buyer's receipt, review and approval, in its reasonable discretion, of a tenant estoppel certificate (if applicable) affirming, among other things, that any lease agreement is in full force and effect, there are no defaults under such lease, and the amount of any security deposit currently on file with Seller.

4.3.3 Buyer's receipt, review and approval, in its reasonable discretion, of subordination, non-disturbance, and attornment agreements from tenants of the Property as Buyer may request, in form and content reasonably satisfactory to Buyer.

4.3.3 All representations and warranties of Seller in this Agreement shall be true on and as of the applicable Closing as though made at that time. All covenants of Seller with respect to the Site which are required to be performed prior to the Closing shall have been performed by such date.

4.3.4 The “**CDOF Acceptance Date**” shall have occurred on or before 30 days after the expiration of the Contingency Removal Date. The CDOF Acceptance Date shall mean the date that Buyer receives written notice from Seller that all approvals necessary for the sale of the Property, including those required from the Commerce Oversight Board or the California Department of Finance, if any, have been obtained, and all appeal periods have expired without the filing of an appeal.

In the event any Condition Precedent shall not be satisfied and true as of the Close of Escrow, then in such event Buyer, in its sole and absolute discretion may 1) terminate this Agreement and all sums and documents deposited in Escrow shall be immediately returned to the parties who respectively deposited the same without further instruction, and Buyer and Seller shall each pay one-half (1/2) of the Escrow costs, 2) waive any Condition Precedent, except 4.3.4, at the sole and absolute discretion of the Buyer and close Escrow on or prior to the Close of Escrow, or 3) the City Administrator of Seller and Buyer may extend the date for the Close of Escrow by a period not to exceed one month by written agreement signed by the City Administrator and Buyer. Any extension of Close of Escrow beyond one month shall require the written approval of the City Council, in addition to Buyer.

## **5. EXCHANGE.**

5.1 Buyer and Seller acknowledge that Buyer shall have the right to cause this Agreement to be modified so that Buyer may have the transaction qualify as an exchange under the Internal Revenue Code of 1954, and the California Revenue and Taxation Code. Buyer shall exercise its right to modify this Agreement by giving Seller written notice by December 31, 2018, setting forth in such notice all of the conditions relating to such exchange. Seller agrees to fully cooperate with Buyer to modify this Agreement as is necessary. Seller shall bear no additional cost, expense or liability (whether actual or contingent) as a result of the exchange transaction.

## **6. REPRESENTATIONS AND WARRANTIES**

### **6.1 SELLER'S WARRANTIES**

Seller makes the representations and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.

(a) The Successor Agency is a public entity duly formed and existing pursuant to California Health and Safety Code Sections pursuant to California Health and Safety Code Sections 34171(j) and 34173.

(b) Neither the entering into this Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

(c) Seller has not actually received any formal written notice that any of the easements, covenants, conditions, restrictions or agreements to which the Property is subject

interferes with or is breached by the use or operation of the Property as presently used and operated as a vacant parcel.

(d) Seller has not been served (by means of formal, legal service of process as required by law) (and has no knowledge of) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement.

(e) Seller has delivered to Buyer all leases, service contracts, and other agreements affecting the Property and represents and warrants that there are not any written commitments to, or written agreements with, any governmental or quasi-governmental authority or agency materially affecting the Property which have not been heretofore disclosed by Seller to Buyer in writing.

(f) Seller hereby agrees, through and including the Close of Escrow and at the Seller's sole cost and expense, to operate the Property in the same manner as Seller has been operating the Property in the past.

(g) Seller represents to Buyer that to Seller's actual knowledge (i) there exists no Hazardous Substances on, under or around the Property, groundwater or otherwise; (ii) Seller has received no written notice from any third parties, prior owners of the Property or any federal, state or local governmental agency, indicating that any additional Hazardous Waste remedial or clean-up work will be required; (iii) there are not any other spills, releases, discharges or disposal of Hazardous Substances which have occurred or are presently occurring on any of the Property or in the vicinity of the Property; and (iv) there exists no underground gasoline or other storage tanks on, under or about the Property. Seller shall defend, indemnify and hold harmless Buyer from and against any claim, loss, damage, cost or liability directly or indirectly arising out of the presence of any Hazardous Substance or Waste on, under or around the Property.

#### 6.1.1 No Alterations

Seller will not intentionally alter the physical condition of the Property from and after the date of this Agreement, reasonable wear and tear excepted. If, through no fault of Seller, the physical condition of the Property is different on the date scheduled for the Close of Escrow than as of the date of this Agreement, then, except as provided in Section 13 of this Agreement, in such event Buyer may terminate this Agreement. If Buyer elects to terminate this Agreement by written notice to Seller and Escrow Holder given within ten (10) days of discovery of the altered condition, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be immediately returned without further instruction to the parties who deposited the same and Seller and Buyer shall each pay one-half (1/2) of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified condition of the Property and elected to purchase the Property.

### 6.1.2 Changed Conditions

If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within five (5) business days thereafter, disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (i) to purchase the Property or (ii) terminate this Agreement by written notice to Seller and Escrow and Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be immediately returned to the parties who deposited the same without further instruction and Seller and Buyer shall each pay one-half (1/2) of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

6.1.3 Other than those express representations and warranties contained in this Agreement, Seller makes no warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.

6.1.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

### **6.2. REPRESENTATIONS AND WARRANTIES BY BUYER.**

Buyer makes the following representations and warranties in this Paragraph 6.2, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

(a) Each and all of the information and any financial statement delivered by Buyer to Seller are true and correct.

(b) Buyer is an individual who has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The Buyer, and the specific, individual parties signing this Agreement on behalf of Buyer represent and warrant that the parties signing this Agreement on behalf of the Buyer have the full legal power, authority and right to execute and deliver this Agreement.

(c) Buyer has or will make its own investigation concerning the physical condition of the Property, condition of title or any other matter pertaining to the Property, and, other than the specific representations and warranties made by Seller pursuant to this Agreement, Buyer is not relying on any representations, warranties or inducements of Seller or Seller's broker with respect to the physical condition of the Property, condition of title to the Property, or any other matter pertaining to the Property. Accordingly, except for those specific representations and warranties of Seller set forth in this Agreement, Buyer is purchasing the Property and each and every aspect thereof in an "as-is" condition, and Seller makes no express

or implied representation concerning (i) the status of title to the Property; (ii) any leases; (iii) the current or future real estate tax liability, assessment or valuation of the Property; (iv) the compliance of the Property in its current or future state with applicable laws or any violations thereof, including without limitation, those relating to access for the handicapped, environmental or zoning matters, or the ability to obtain a change in the zoning of the Property; (v) the nature and extent of any right-of-way, lease, lien, encumbrance, license or reservation; (vi) the availability of any financing for the purchase, alteration or operation of the Property from any source, including, without limitation, any governmental authority or lender; (vii) the current or future use of the Property; (viii) the viability or financial condition of any tenant; and (ix) the actual or projected income or operation expenses of the Property.

#### 6.2.1 Brokers

Neither Buyer nor Seller has engaged or dealt with any broker or finder in connection with the sale contemplated by this Agreement. Buyer shall pay, and shall hold Seller harmless from and against, any commission or finder's fee payable to any party who represents or claims to represent Buyer. Seller shall pay, and shall hold Buyer harmless from and against, any commission or finder's fee payable to any party who represents or claims to represent Seller

### **7. INDEMNIFICATION.**

7.1 Subject to any other provisions of this Agreement to the contrary, each party agrees to indemnify ("Indemnitor") and hold the other party ("Indemnitee") harmless from and against any claim, loss, damage or expense, including any reasonable attorney's fees (including attorney's fees on appeal), asserted against or suffered by the Indemnitee resulting from:

(a) Any breach by the Indemnitor of this Agreement;

(b) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

7.2 Indemnitee shall submit any claim for indemnification under this Agreement to the Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Paragraph 7 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such claim, Indemnitee need not give Indemnitor such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall have the right to employ counsel reasonably acceptable to Indemnitee to defend any such claim or demand, and Indemnitee shall make available to Indemnitor, or its representatives, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor does not elect to defend any such claim or demand, Indemnitee may do so at its option, but shall not have any obligation to do so.

## **8. ASSUMPTION OF LIABILITIES.**

8.1 Effective as of the Close of Escrow, Buyer shall be deemed to have assumed all obligations and liabilities of Seller that constitute covenants running with the land to the extent both pertaining to the Property, and first accruing after the Close of Escrow and expressly excluding all obligations and liabilities with respect thereto which arise prior to the Close of Escrow or which arise as a result of events which occur prior to the Close of Escrow.

Except for the foregoing assumption of obligations and liabilities by Buyer, Buyer does not assume and shall not be liable for any of the obligations or liabilities of Seller of any kind or nature affecting or otherwise relating to Seller, the Property, or otherwise.

8.2 Seller shall, prior to the Close of Escrow, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Close of Escrow and arising from or relating to (i) the Property, including, but not limited to, the use and ownership of the Property; and (ii) the operation of the Property.

## **9. LIQUIDATED DAMAGES.**

IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT ACTUALLY MADE PURSUANT TO PARAGRAPH 2(a) OF THIS AGREEMENT SHALL BE NON- REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSITS, WHICH AMOUNTS SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH 9, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_

## **10. SERVICE CONTRACTS**

(a) On or prior to the Contingency Removal Date, Buyer shall notify Seller if there are any service contracts, management contracts or other operating agreements currently affecting the Purchased Property which Buyer wishes to assume upon the Closing (those which Buyer elects to assume are hereinafter referred to as the “**Service Contracts**”). Any failure by Buyer to give such notice shall be deemed to constitute Buyer's election to not assume any

service contracts, management contracts or other operating agreements, other than the Leases, from Seller upon the Closing, and Seller shall cancel all such contracts and agreements upon the Closing. Notwithstanding the foregoing, Buyer shall assume all Service Contracts, which by their terms are not cancelable prior to the Closing Date.

## **11. ESCROW AND CLOSING.**

### **11.1 OPENING OF ESCROW**

As soon as possible after the full execution of this Agreement, Buyer and Seller shall open an escrow (the "**Opening of Escrow**") for the purpose of consummating the purchase and sale contemplated by this Agreement ("**Escrow**") by depositing an executed copy of this Agreement with First American Title Insurance Company ("**Escrow Holder**"). This Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of real property; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Agreement.

### **11.2 CLOSE OF ESCROW**

Subject to the provisions of Section 4.3, Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Los Angeles County, California ("**Close of Escrow**") not later than ninety (90) days after the later of the CDOF Acceptance Date or the Contingency Removal Date. The failure of any condition precedent or performance of due diligence by Buyer shall not extend the Close of Escrow. Buyer shall have the right to extend the Close of Escrow for up to two (2) additional sixty (60) day periods on written notice to Seller, if necessary in order to finalize Buyer's financing of the acquisition of the Property.

### **11.3 SELLER DELIVERIES TO ESCROW**

Within the time set forth below, or if none is specified, three (3) business days prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:

(a) At least one (1) business day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.

(b) A duly executed counterpart of an assignment and assumption of leases, rents and deposits in form attached as **Exhibit "H"** or such other form which is reasonably acceptable to the Seller and Buyer, pursuant to which the Seller shall assign all of its interest in and to the tenant leases to Buyer (the "**Assignment of Leases, Rents and Deposits**");

(c) A duly executed bill of sale, in form attached as **Exhibit "I"** or such other form which is reasonably acceptable to the Seller and Buyer, pursuant to which the Seller shall transfer all of its interest in the personal property, if any, to the Buyer (the "**Bill of Sale**").

(d) A duly executed counterpart of an assignment and assumption agreement, in form attached as **Exhibit “J”** or such other form which is reasonably acceptable to the Seller and Buyer, pursuant to which the Seller shall assign all of its interest in and to the Service Contracts to Buyer;

(e) A certificate (the “**Certificate**”) confirming that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code;

(f) A completed California FTB Form 597;

(g) Notices to all tenants of the Property (“**Notices to Tenants**”), in a form attached as **Exhibit “K”** or such other form which is reasonably acceptable to Seller and Buyer;

(h) The originals of the Leases, if and to the extent in Seller’s possession;

(i) To the extent available, the Estoppel Certificates, in the forms attached as **Exhibit “F”** and **Exhibit “G”** or such other form that is reasonably acceptable to the Seller and Buyer, as more fully set forth below

(j) At least one business (1) day prior to Close of Escrow, Seller shall deliver such certifications, declarations or other documents as may be required under Internal Revenue Code Sec. 1445 and California Revenue and Tax Code Sec. 18662, together with any and all other documents required by law pertaining to foreign or out-of-state sellers.

(k) The Rent Roll in the form attached as **Exhibit “E.”** Seller shall provide Buyer with a list of all rents and deposits owed by each individual tenant and any reserves held by Seller for the Property being purchase by Buyer. Buyer shall sign a written assumption agreement agreeing to hold the prepaid rent and deposits in accordance with the applicable leases or rental agreements and deliver the assumption agreement into Escrow for delivery to Seller.

(l) Such additional documents and instruments as may be reasonably required by Buyer and Escrow Holder in order to consummate the transaction.

#### 11.4 BUYER'S DELIVERIES TO ESCROW

(a) Buyer shall deliver to Escrow Holder three business days prior to the Close of Escrow the balance of the cash portion of the Purchase Price set forth in Paragraph 2, as adjusted pursuant to this Agreement, together with an additional sum sufficient to cover Buyer's closing costs as set forth in Paragraph 11.6.2, below.

(b) A duly executed counterpart of an assignment and assumption of leases, rents and deposits in form attached as **Exhibit “H”** or such other form which is reasonably acceptable to the Seller and Buyer, pursuant to which the Seller shall assign all of its interest in and to the tenant leases to Buyer (the “**Assignment of Leases, Rents and Deposits**”).

(c) A duly executed counterpart of an assignment and assumption agreement, in form attached as **Exhibit “J”** or such other form which is reasonably acceptable to the Seller and Buyer, pursuant to which the Seller shall assign all of its interest in and to the Service Contracts to Buyer.

#### 11.5 COMPLETION OF ESCROW

(a) On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Agreement,



only when the Title Company is in a position to issue its ALTA policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exclusions, with liability in the amount of the purchase price, showing title to the Property vested in Buyer (or as designated by Buyer) ("**Title Policy**").

(b) Upon Close of Escrow, possession of the Property shall be delivered to Buyer subject to the Permitted Exceptions and all rights of tenants under the Leases, and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(1) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2 as adjusted pursuant to this Agreement and reduced by the amount of Seller's closing costs as set forth in Paragraph 11.6.1, below.

(2) To Buyer: the Title Policy and Grant Deed after recordation.

## 11.6 COSTS OF ESCROW

Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

### 11.6.1 Seller shall pay:

- (a) The cost of the ALTA standard coverage portion of the Title Policy.
- (b) The cost of any and all documentary transfer tax or stamps or other sales tax.
- (c) One-half (1/2) of the Escrow fees.

### 11.6.2 Buyer shall pay:

- (a) All recording fees.
- (b) One-half (1/2) of the Escrow fees.
- (c) The cost of the Title Policy in excess of standard ALTA coverage.

11.6.3 Escrow Holder is authorized and instructed to debit Seller and Buyer for closing costs as set forth in Paragraphs 11.6.1 and 11.6.2 above and as otherwise provided in this Agreement.

11.6.4 If Escrow fails to close as a result of the default of this Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 11 shall be deemed to limit, and the provisions of this Paragraph 11 shall be in addition to, all other rights and remedies of the non-defaulting party.

## 12. PRORATIONS.

12.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto,

or shall be credited against the cash portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "**Proration Date.**"

(a) All real estate taxes, assessments and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

(b) Expenses of operating the Property (other than insurance premiums, taxes and utility charges) which were prepaid by Seller for a period beyond the Proration Date shall be credited to Seller.

(c) Rental amounts due as of the Close of Escrow shall be credited to Seller. Rents and tenant contributions to operating expenses collected after the Close of Escrow shall be applied first toward current rents and expenses, and then to Seller outside of Escrow for any amounts of rent or expenses due by tenant(s) for any period prior to Close of Escrow.

(d) If applicable, Seller shall bear all costs accruing prior to Close of Escrow for leasing commissions, tenant improvement allowances and construction obligations of the landlord and free rent periods accruing prior to the Close of Escrow.

12.2 Buyer shall be responsible for obtaining and paying for utility services from and after Close of Escrow.

### **13. DAMAGE OR DESTRUCTION PRIOR TO CLOSE OF ESCROW.**

If the Property, or any portion thereof, is damaged or destroyed prior to the Close of Escrow from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than Fifty Thousand Dollars (\$50,000) to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement, or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder without further instruction. In the event of such termination, each party shall pay one-half (1/2) of the Escrow fees. If Buyer elects to purchase the Property, Buyer shall be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction and, in addition, Seller shall pay Buyer the amount of any deductible (which can be paid by Seller by means of a credit against the Purchase Price). In the event that Buyer's and Seller's best estimate of the cost of repair is Fifty Thousand Dollars (\$50,000) or

less, Buyer shall purchase the Property and be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction. In addition, the difference between the amount of insurance proceeds available and the cost of repair shall be deducted from the cash portion of the Purchase Price. Should any damage or destruction occur prior to the Close of Escrow, the date scheduled for the Close of Escrow shall be extended for a period of time not to exceed thirty (30) days, for the purpose of allowing Buyer and Seller sufficient time to estimate the cost of repair. If Buyer fails to notify Seller of its election under this Paragraph 13, Buyer shall be deemed to have elected to purchase the Property.

#### **14. EMINENT DOMAIN.**

14.1 The words "condemnation" or "condemned" as used in this Paragraph 14 shall mean the exercise of, or intent to exercise, the power of eminent domain expressed in writing, as well as the filing of any action or proceeding for such purpose, by any person, entity, body, agency or authority having the right or power of eminent domain (the "condemning authority").

14.2 If Seller receives written notice from a condemning authority advising of a condemnation of all or any portion of the Property ("**Condemnation Notice**"), Seller shall immediately advise Buyer of same in writing and deliver therewith a copy of the Condemnation Notice. Within ten (10) days after Buyer's receipt of the Condemnation Notice, Buyer shall notify Seller of its election to either (i) terminate this Agreement and the Escrow or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder without further instruction. In the event of such termination, each party shall pay one-half (1/2) of the Escrow fees. If Buyer elects to purchase the Property, Seller shall transfer to Buyer at the Close of Escrow all proceeds from condemnation or Seller's right to receive all such proceeds. If Buyer fails to notify Seller of its election under this Paragraph 14, Buyer shall be deemed to have elected to purchase the Property.

#### **15. SURVIVAL OF CLOSE OF ESCROW.**

All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

#### **16. DEFAULT**

If the transaction herein provided shall not close by reason of Seller's default, then Buyer may, as its sole remedy, require any deposit placed with Escrow Holder by Buyer be returned to Buyer. If Buyer defaults under this Agreement and fails to close Escrow for the purchase of the property through no fault of SELLER, then in addition to liquidated damages pursuant to Section 9 Buyer shall pay all costs of escrow.

## **17. NOTICES.**

All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); or (iv) by telecopy transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via telecopy transmission, a confirming copy shall be sent to the sender, and receipt of the telecopy transmittal shall be deemed made twenty-four (24) hours after the sending thereof. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. All notices to be given pursuant to this Agreement shall be given to the parties at the following respective address.

to Buyer:

Tom Malkasian  
P.O. Box 929  
La Habra, CA 90603

to Seller:

City of Commerce  
2535 Commerce Way  
Commerce, CA 90040  
Attn.: Edgar P. Cisneros, City Administrator  
Phone: (323) 722-4805  
Fax: (323) 726-6231

With a copy to:

Alvarez-Glasman & Colvin  
13181 Crossroads Parkway North  
Suite 400, West Tower  
Industry, CA 91746  
Phone: (562) 699-5500  
Fax: (562) 692-2244

to Escrow Holder:

First American Title Insurance Company

## **18. ENTIRE AGREEMENT.**

This Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and

contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this Agreement.

**19. BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

**20. WAIVER.**

No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

**21. CAPTIONS AND HEADINGS.**

The captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

**22. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

**23. GOVERNING LAW.**

This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Los Angeles, or if a Federal action, in the United States District Court for the Central District of California.

**24. ATTORNEYS FEES.**

If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court (or if applicable, the arbitrator).

**25. TIME OF ESSENCE.**

Time is of the essence with respect to all matters contained in this Agreement.

**26. DATE OF AGREEMENT.**

All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

**27. INVALIDITY OF ANY PROVISION.**

If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

**28. NO RECORDATION.**

Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document which would cause a cloud on the title to the Property.

**29. DRAFTING OF AGREEMENT.**

Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman.

**30. NO THIRD PARTY BENEFICIARY RIGHTS.**

This Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**31. JOINT AND SEVERAL LIABILITY.**

If either the Buyer or the Seller (separately) is comprised of more than one party, each party constituting the Seller or Buyer, respectively, is jointly and severally liable for the performance of this Agreement.

**32. INCORPORATION OF EXHIBITS.**

Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

**33. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED.**

The relationship between Buyer and Seller is that solely of a seller and buyer and no joint venture, partnership or other relationship is created or implied by this Agreement.

**34. ASSIGNMENT**

This Agreement may not be assigned by either party without the express written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement or the Property, or any rights

therein, to a limited liability company or any other entity which is controlled and owned by a majority interest by Buyer.

### **35. RESERVATION OF DISCRETION**

(1) The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the City or Authority's discretion concerning consideration of any submittal by the Buyer or any other party. Further, nothing in this Agreement in any respect does or shall be construed to affect or prejudice the City or Authority's discretion to consider, negotiate, approve or disapprove any development or any required approvals necessary by the laws, rules, and regulations governing the development of property.

(2) By its execution of this Agreement, the City and/or Authority are not committing themselves to or agreeing to undertake any other acts or activities requiring the subsequent independent exercise of discretion by the Authority, the City or any Agency or department thereof. Except as specifically provided in this Agreement, the Authority and/or the City shall not be responsible for any costs or expenses incurred by the Buyer pursuant to this Agreement, nor shall the Agency be responsible for any potential lost profits of the Buyer.

(3) Buyer is aware, understands, and acknowledges that Authority and City are by law required to exercise their sole unfettered discretion in approving or denying any land use, development or building permit approvals required by the Buyer. Neither this Agreement nor any other agreement with Buyer obligates Authority or City to approve, disapprove or consider any development entitlements for any project in a particular manner

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

"Seller"

"Buyer"

THE SUCCESSOR AGENCY TO THE  
COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION, a public entity

TOM MALKASIAN, an individual  
\_\_\_\_\_

By: \_\_\_\_\_  
Hugo A. Argumedo, Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

ALVAREZ-GLASMAN & COLVIN

By: \_\_\_\_\_  
Attorneys for Seller



EXHIBIT "A"  
Legal Description of the Property

APN:

EXHIBIT "B"  
Depiction of the Property

EXHIBIT "C"  
Grant Deed

WHEN RECORDED RETURN TO

MAIL TAX STATEMENTS TO:

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE  
This document exempt from recording fee pursuant to  
Section 27383 of the California Government Code

**GRANT DEED**

For a valuable consideration, receipt of which is hereby acknowledged,

THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, a public entity, ("Grantor"), hereby grants to TOM MALKASIAN ("Grantee"), that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

Executed on \_\_\_\_\_, 2018, in \_\_\_\_\_, California.

THE SUCCESSOR AGENCY TO THE  
COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION, a public entity.

By: \_\_\_\_\_  
Hugo A. Argumedo, Chairperson

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Agency Counsel

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 \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Exhibit “A” to Grant Deed

**LEGAL DESCRIPTION**

EXHIBIT "D"  
Due Diligence Documents

Each of the following if reasonably available to the Seller. Please note that it will be assumed that "seller's possession" will mean not only the City of Commerce, but also the City's 3rd party property manager, if any, as it is possible that items requested are not in the City's possession, but only in the property manager's possession. :

(a) All leases including addendums, assignments and amendments, tenant financial information (if in seller's files) and any correspondence with the tenants since January 1, 2016 (including any emails that contain information that would indicate any dissatisfaction with the tenants performance or tenants intent to maintain tenancy at the property);

(b) The Service Contracts

(c) Preliminary title report and all documents listed as Exceptions in the Title Report

(d) Any environmental reports for the Property in Seller's possession.

(e) Geotechnical investigation report, if available

(f) Copy of building plans if available

(g) Schedule of security deposits;

(h) 2017 Operating budget;

(i) Real estate property tax and personal (unsecured, if any) property tax bills for the past 2 tax years;

(j) Insurance loss runs relating solely to the property for the past 3 years;

(k) Most recent appraisal report

(l) Any surveys (i.e. ALTA survey) in the seller's possession

(m) All utility bills from January 1, 2017 to the present;

(n) Any ADA surveys;

(o) Notices of any pending or actual legal action involving the property for the past 3 years;

(p) Fire inspection records indicating when the sprinkler system was last certified;

(q) Any floor plans or other marketing materials utilized for the marketing of the property for lease;

(r) HVAC Maintenance contracts held by tenants

(s) Tenant insurance certificates held by Landlord

EXHIBIT "E"  
Rent Roll

Complete and sign a separate sheet for each tenant, lessee or party with a possessory interest.

Unit Number:\_\_\_\_\_

Tenants' Name As Stated on the Lease

\_\_\_\_\_

Tenant's DBA, if any

\_\_\_\_\_

Tenant' Mailing Addresses:

\_\_\_\_\_

\_\_\_\_\_

Commerce, CA \_\_\_\_\_

Telephone \_\_\_\_\_(Home)

Telephone \_\_\_\_\_(Work)

Lease Type: triple net ☐ modified gross ☐ full service gross ☐

Rent Amount \$ \_\_\_\_\_ per Month \_\_\_\_\_ Year \_\_\_\_\_ Other \_\_\_\_\_

Square footage occupied:\_\_\_\_\_

Monthly Rent per Square foot:\_\_\_\_\_

Amount of Triple Net/Additional Charges being paid by Tenant:\_\_\_\_\_

Next scheduled rent increase:\_\_\_\_\_

Method of Option increase, if any:\_\_\_\_\_

Lease Commencement Date \_\_\_\_\_ Lease Expiration Date \_\_\_\_\_

Term Monthly \_\_\_\_\_ Yearly \_\_\_\_\_ Other \_\_\_\_\_

Rent Amount in arrears, if any \$\_\_\_\_\_

Advance Rent Deposits \$\_\_\_\_\_

Security Deposits \$\_\_\_\_\_

We declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of our knowledge and belief as of \_\_\_\_\_, 20\_\_\_\_.

Landlord ("Seller")\_\_\_\_\_

Landlord ("Seller")\_\_\_\_\_

Tenant\_\_\_\_\_

Tenant\_\_\_\_\_



EXHIBIT "F"  
Tenant Estoppel/Certificate

TENANT: \_\_\_\_\_

PREMISES: \_\_\_\_\_

INITIAL LEASE DATE: \_\_\_\_\_

THIS TENANT'S CERTIFICATE is executed as of \_\_\_\_\_ by Tenant who is currently the Tenant under that certain lease (the "Lease") dated as of \_\_\_\_\_ by and between Landlord, \_\_\_\_\_ and

Tenant, \_\_\_\_\_ respect to the Premises.

Subject to any exceptions and qualifications stated in Paragraph 17, below, Tenant represents, warrants, certifies and states each of the following, which may be relied upon by Landlord, any prospective buyer of the property of which the Premises is a part, the buyer's lender, and all successors and assigns of any of them:

1. The Lease is presently in full force and effect, constitutes the entire agreement between Landlord and Tenant, and has not been amended, supplemented, modified or otherwise changed, except pursuant to the following written amendments:

2. Tenant has accepted and taken possession of the Premises.

3. Landlord has satisfied all commitments, if any, including, but not limited to, any improvements to be made to the Premises by Landlord, made to induce Tenant to enter into the Lease, and to the best of Tenant's knowledge, is not in any respect in default in the performance by Landlord of its obligations under the Lease.

4. Tenant fully occupies the Premises and is not in any respect in default or breach of the Lease and has not assigned, sublet, transferred or hypothecated its interest under the Lease.

5. Tenant has no notice or knowledge of any prior assignment, hypothecation or pledge of rents, of the Lease.

6. Tenant knows of no event that would constitute a default under the terms of the Lease by either the Tenant or Landlord.

7. The current term of the Lease is \_\_\_\_\_ years with a commencement date of \_\_\_\_\_, and an expiration date of \_\_\_\_\_. Tenant **has or has not** (cross out one) the option to extend the Term of the Lease for **INSERT IN BOLD. If Tenant has the option to extend the Term of the Lease, the terms of such extension are:**

a. **Length of option:**

b. **Method utilized to determine rent for option period:**

8. Neither Tenant nor Landlord has begun any action, or given or received any notice for the purpose of termination of the Lease.

9. Tenant has paid the Minimum Annual Rental, the Percentage Rental (if any), the Additional Rental and all other monetary obligations under the Lease as required under the Lease through

\_\_\_\_\_. The Minimum Annual Rental, the Percentage Rental (if any) and the Additional Rental currently payable under the Lease, and the Security Deposit, if any, are:

Minimum Monthly Rental: \_\_\_\_\_.

Additional Rental: \_\_\_\_\_.

Security Deposit: \_\_\_\_\_.

10. There is no period of free rent, rental abatement or reduction, except as set forth in the Lease or below, and Landlord has not given or conceded to Tenant any other concessions, abatements or compromises with respect to the rental obligations under the Lease, nor has Landlord waived or purchased any other period of free rent, rental abatement or reduction.

11. There are no offsets or credits against or defenses to payment of any monetary obligations payable under the Lease, and Tenant has made no payments to Landlord as a security deposit or advance or prepaid rental except for the Security Deposit set forth in the Lease and any payments made no earlier than ten (10) days prior to the date upon which such payment is due.

12. Tenant's address for notice is set forth in the Lease.

13. Neither Tenant nor any guarantor of Tenant's obligations under the Lease have filed or been the subject of a filing for bankruptcy or a petition for reorganization or arrangement under bankruptcy laws or laws affecting creditors' rights and have not made any general assignment or general arrangement for the benefit of creditors, and neither Tenant nor any such guarantors are insolvent.

14. This Tenant's Certificate and the Lease are legal, valid, binding and enforceable obligations of the Tenant. Tenant has reviewed and understands this document and has had an opportunity to discuss this with counsel or has waived such opportunity.

15. The undersigned has no right of first refusal with respect to any other space in or about the shopping center and no option to acquire any interest in any portion of the Premises or the shopping center.

16. Other than cleaning and office supplies used and stored on the Premises in the normal course of Tenant's business, Tenant does not use, handle, store or dispose of any Hazardous Materials (as defined in the Lease) in connection with Tenant's business in the Premises.

17. The representations set forth above are subject to the following exceptions and qualifications (if none stated, all representations shall be taken as without exception or qualification):

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

IN WITNESS WHEREOF, Tenant executed this Tenant's Certificate as of the Execution Date.

By: \_\_\_\_\_ EXECUTION DATE: \_\_\_\_\_

## EXHIBIT "G"

### Seller's Estoppel Certificate

Use AIR CRE "STANDARD ESTOPPEL CERTIFICATE – BY LESSOR,  
Form Number ESTLR-4.00, Revised 01-03-2017 (see next page for example)



## STANDARD ESTOPPEL CERTIFICATE - BY LESSOR

TO WHOM IT MAY CONCERN:

Re: Lease ("Lease") dated \_\_\_\_\_, by and between \_\_\_\_\_ as  
Lessor and \_\_\_\_\_ as Lessee,  
concerning the real property known as (street address, city, state, zip): \_\_\_\_\_  
("Premises"), which Lease was amended \_\_\_\_\_ and guaranteed by \_\_\_\_\_  
("Guarantor(s)") (it will be presumed no amendments or guarantors exist unless they are specified above).

In light of the fact that the Lessee has failed to provide an Estoppel Certificate, Lessor hereby certifies as follows:

1. True copies of the above referenced Lease as amended and the guarantees, if any, are attached hereto marked Exhibit "1." (Attach a copy of Lease, all amendments and guarantees.) Other than the documents included in Exhibit "1" there are no oral or written agreements or understandings between the Lessor and Lessee with respect to the Premises except, if there are no exceptions, write "NONE": \_\_\_\_\_.

2. The Lease term commenced on \_\_\_\_\_ and expires on \_\_\_\_\_.

3. The current monthly rent and expense pass-through, if any, are as follows:

Rent	Amount	Day of Month Due	Pay Up Through	Year
Pass Through	_____	_____	_____	_____

no rents or pass-throughs have been prepaid except as reflected in the Lease. (It will be presumed that no expense pass-throughs are currently required unless set forth above.)

4. The current amount of security deposit held by Lessor is \_\_\_\_\_.

5. The Lease has not been modified, orally or in writing, since its execution, except as heretofore identified. The Lease is in full force and effect and contains the entire agreement between Lessor and Lessee, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

6. The improvements and space required to be provided by Lessor have been provided and completed in all respects, and all promises of an inducement nature by Lessor have been fulfilled except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

7. Lessor has no knowledge of any secured defaults by Lessor or Lessee under the Lease, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

8. There are no disputes between Lessor and Lessee concerning the Lease, the Premises or the improvements thereon or thereon, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

9. To the best of Lessor's knowledge, Lessee is in full and complete possession of the Premises and has not assigned or sublet any portion of the Premises, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

10. Lessor has no knowledge of any prior sale, transfer, assignment or encumbrance of the Lessee's interest in the Lease, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

11. To the best of Lessor's knowledge, Lessee has made no alterations or additions to the Premises, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.  
If alterations or additions have been made by Lessee, Lessor represents that to the best of its knowledge, all such alterations and additions were done in accordance with the terms of the Lease and in compliance with all applicable laws, rules and regulations, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

12. The guarantees of the Guarantors named above are still in full force and effect, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

13. Lessor is not currently the subject of a bankruptcy proceeding and to the best of its knowledge neither Lessee nor any Guarantor is involved in such a proceeding, except (if there are no exceptions, write "NONE"): \_\_\_\_\_.

14. Lessor is aware that buyers, lenders and others will rely upon the statements made in this Estoppel Certificate, and has therefore adjusted the language hereof as necessary to make it an accurate statement of the current facts concerning the Lease. If no such adjustments have been made, said parties may rely upon the statements in this form as printed.

15. The Lessee may be contacted at:

Mailing address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

16. Additional items (if there are no additional items, write "NONE"): \_\_\_\_\_.

DATED: \_\_\_\_\_

(fill in date of execution)

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

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

AIRCRE, 900 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email [contracts@aircre.com](mailto:contracts@aircre.com)  
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Last Edited: 8/10/2017 10:10 AM

INITIALS

ESTUR-4.00, Revised 01-03-2017

**EXHIBIT "H"**  
**Assignment and Assumption of Leases, Rents and Deposits**

**ASSIGNMENT AND ASSUMPTION OF LEASES, RENTS AND DEPOSITS**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made effective on \_\_\_\_\_, 2018 by and between the Successor Agency to the Commerce Community Development Commission ("Assignor"), and Tom Malkasian ("Assignee").

**RECITALS**

A. Assignor is the owner of certain real property located in the City of Commerce, County of Los Angeles, State of California, located at 6350 E. Washington Boulevard, Commerce, California, (APN 6336-009-905), together with all buildings and other improvements thereon (the "Property");

B. Assignor, as owner of the Property, has an interest, as lessor/landlord, in those certain leases listed on Exhibit A hereto, as they may be and/or have been amended from time to time (each, a "Lease," and collectively, the "Leases"), with the lessees/tenants specified therein (each, a "Tenant", and collectively, the "Tenants").

C. The Assignor now wishes to assign the Leases to the Assignee and the Assignee now wishes to assume the Leases from Assignor, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to each of the Leases, including rentals due after the Close of Escrow, rent deposits, security deposits and any other tenant deposits, as of the date hereof. Assignee hereby assumes the Leases and agrees to perform all of the obligations of Assignor arising under the Leases, including the proper handling and application of the rents, deposits of rent, security deposits and other tenant deposits, on, from and after the date hereof.
2. Assignor hereby agrees to indemnify and hold harmless Assignee from and against any and all liability, claims, or causes of action existing in favor of or asserted by any Tenant under any of the Leases and arising out of or relating to Assignor's failure to perform any of the obligations under the said Lease, arising or accruing prior to the date of this Assignment, but not otherwise.
3. Assignee assumes all liability, obligations, and duties to perform all of the terms and conditions of each of the Leases on the part of the Assignor to be performed on and after the date of this Assignment, and Assignee covenants and agrees to discharge any and all obligations of Assignor under the Leases arising after the effective date of this Assignment. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all liability, claims, or causes of action existing in favor of or asserted by any Tenant under any of the Leases and arising out of or relating to Assignee's failure to perform any of the obligations under the said Lease, arising on or after the date of this Assignment.

4. The foregoing rights to indemnification, as set forth in Paragraph 2 or 3, will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees), or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party, to the extent of the indemnification payment made by such party.
5. This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument.
6. The prevailing party in any action arising out of or related to this Assignment shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Assignment shall be governed by the laws of the State of California.
7. This Assignment shall be binding upon Assignor and Assignee and inure to the benefit of Assignor and Assignee and their respective successors, transferees and assigns.

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

"Assignor"

"Assignee"

THE SUCCESSOR AGENCY TO THE  
COMMERCE COMMUNITY  
DEVELOPMENT COMMISSION, pursuant to  
California Health and Safety Code Sections  
34171(j) and 34173.

TOM MALKASIAN, an individual

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

Hugo A. Argumedo, Chairperson

Attest:

\_\_\_\_\_  
Agency Secretary

Approved as to form:

\_\_\_\_\_  
Noel Tapia, Agency Counsel

EXHIBIT A TO ASSIGNMENT OF LEASES  
LIST OF LEASES

EXHIBIT "I"  
Bill Of Sale

**QUITCLAIM BILL OF SALE**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, The Successor Agency to the Commerce Community Development Commission, a California public entity ("Seller") does, by these presents, quitclaim, sell, assign, transfer, set over, bargain, sale and deliver to Tom Malkasian, without representation or warranty, all of the Seller's right, title and interest in and to all of the personal property owned by Seller and used in connection with the real property located at 6350 E. Washington Boulevard, Commerce, California, if any.

IN WITNESS WHEREOF, and intending to be bound hereby, the undersigned has executed this Bill of Sale this \_\_\_\_ day of \_\_\_\_\_, 2018.

“Seller”

THE SUCCESSOR AGENCY TO THE  
COMMERCE COMMUNITY  
DEVELOPMENT COMMISSION, pursuant to  
California Health and Safety Code Sections  
34171(j) and 34173.

By: \_\_\_\_\_  
Hugo A. Argumedo, Chairperson

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

Attest:

\_\_\_\_\_  
Agency Secretary

Approved as to form:

\_\_\_\_\_  
Noel Tapia, Agency Counsel



EXHIBIT "J"  
Assignment And Assumption Of Service Contracts

**ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "Assignment") is made effective this \_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between the Successor Agency to the Commerce Community Development Commission, a California public entity ("Assignor"), and Tom Malkasian ("Assignee").

**WITNESSETH**

A. Assignor and Assignee entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of \_\_\_\_\_ (the "Agreement") with respect to the purchase and sale of that certain property located at 6350 E. Washington Blvd., Commerce, California (the "Property").

B. In connection with the transaction, Assignor desires to assign to Assignee any and all of its right, title and interest in and to the contracts identified on Schedule I attached hereto and incorporated herein (collectively, the "Contracts").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee as of the Effective Date all of Assignor's right, title and interest in and to the Contracts.

1. Assignee hereby accepts such Assignment and agrees to be bound by all of the terms and provisions of the Contracts, and assumes any and all liabilities and agrees to perform, pay and discharge in full when due all of Assignor's liabilities and obligations associated with, or related to the performance by Assignor of any of the terms, covenants and conditions imposed upon Assignor under the Contracts, with respect to the period from and after the Effective Date.

2. Assignor hereby agrees to protect, hold harmless, indemnify, defend and release Assignee from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities or obligations of Assignee which related to, arise or have arisen, under any of the Contracts with respect to the period prior to the Effective Date.

3. Assignee hereby agrees to protect, hold harmless, indemnify, defend and release Assignor from and against any claims, expenses (including, without limitation, reasonable attorneys' fees and litigation costs), liabilities or obligations of Assignor which relate to, arise or have arisen, under any of the Contracts with respect to the period from and after the Effective Date.

4. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

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

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

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same agreement.

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

“Assignor”

“Assignee”

TOM MALKASIAN

THE SUCCESSOR AGENCY TO THE  
COMMERCE COMMUNITY  
DEVELOPMENT COMMISSION, pursuant to  
California Health and Safety Code Sections  
34171(j) and 34173.

By: \_\_\_\_\_  
Hugo A. Argumedo, Chairperson

Attest:

\_\_\_\_\_  
Agency Secretary

Approved as to form:

\_\_\_\_\_  
Agency Counsel

SCHEDULE I  
to  
Assignment and Assumption of Contracts

List of Contracts

EXHIBIT "K"  
Notice to Tenants

NOTICE TO TENANTS

\_\_\_\_\_, 2018

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

Re: Sale of 6350 E. Washington Blvd., Commerce, California (the "Property")

Date of Sale: \_\_\_\_\_, 2018

Your lease (the "Lease") for \_\_\_\_\_

Ladies and Gentlemen:

You are hereby notified that as of the date of this Notice, (the "Transfer Date") the Successor Agency to the Commerce Community Development Commission (the "Owner"), as owner of the Property and the current owner of the landlord's interest under your Lease, has sold the Property to Tom Malkasian (the "Purchaser"). As part of such sale, the Owner has assigned and transferred all of its interest in and to your Lease and any and all rents and other sums due thereunder to Purchaser, and Purchaser has assumed and agreed to perform all of the landlord's obligations under the Lease from and after the Transfer Date (including with respect to your security deposit).

Accordingly, (a) all of your obligations under the Lease from and after the Transfer Date (including your obligation to pay rent and other sums, and to fulfill your insurance requirements) shall be performable to and for the benefit of Purchaser, and (b) all of the obligations of the landlord under the Lease (including the obligation for any security deposits) from and after the Transfer Date shall be the binding obligation of Purchaser.

From this date forward, all rents and all other sums due under the Lease, shall be paid to [INSERT EXACT NAME OF PURCHASER]. The address of Purchaser for payment of rent and other sums due under the Lease, and for all other purposes (including correspondence, questions, the recoupment of security deposits and the giving of any notices provided for in the Lease) is as follows:

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

Fax No. \_\_\_\_\_

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

Very truly yours,  
Successor Agency to the Commerce Community Development  
Commission,

By: \_\_\_\_\_  
Hugo A. Argumedo, Chairperson