CITY OF Rancho Cordova
Incorporated July 1, 2003

CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Thursday, October 18, 2012

3:00 PM – Special Meeting
Community Board Room

AGENDA

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Budge, Cooley, McGarvey, Skoglund, and Mayor Sander.

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. CLOSED SESSION

Council will meet in Closed Session to discuss the following item(s):

Conference with real property negotiators (Government Code Section 54956.8)

- 10259 Folsom Boulevard, APN: 076-0213-003 thru 5;
- 10235 Folsom Boulevard, APN: 076-0213-011 and 012

COUNCIL ACTING AS THE SUCCESSOR AGENCY

4. ADJOURNMENT

Mayor Sander will adjourn the Closed Session to the Special Meeting.

5. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Cooley, McGarvey, Skoglund, and Mayor Sander.

6. OPEN SESSION - REPORT FROM CLOSED SESSION

The City Attorney will report on action taken in Closed Session.

7. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

8. SPECIAL MEETING ITEM

8.1 **Subject:** Purchase and Sale Agreement for Successor Agency Property
Recommendation: Adopt Resolution No. SA 10-2012.
Result of Recommended Action: Adoption of this resolution will authorize the Successor Agency Executive Director to execute a Purchase and Sales Agreement with the Los Rios Community College District for the Successor Agency property located at the Northwest corner of Folsom Boulevard and Paseo Drive.
Staff Report: Micah Runner, Economic Development Department
Advances Goals: 1 and 6.
COUNCIL ACTING AS THE SUCCESSOR AGENCY

9. ADJOURNMENT

ADDITIONAL INFORMATION

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Thursday, October 18, 2012 Special Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Wednesday, October 17, 2012 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed Wednesday, October 17, 2012 at Rancho Cordova, California.

Mindy Cuppy

Mindy Cuppy, CMC, City Clerk

Successor Agency

to the Community Redevelopment Agency (CRA) of the City of Rancho Cordova

MEMORANDUM

DATE: October 18, 2012

TO: Agency Director and Members

FROM: Micah Runner, Economic Development Manager

SUBJECT: **PURCHASE AND SALE AGREEMENT FOR SUCCESSOR AGENCY PROPERTY**

RECOMMENDATION

Adopt Resolution No. SA 10-2012 authorizing the Executive Director to execute a Purchase and Sales Agreement with Los Rios Community College District, for the sale of Successor Agency property located at 10235 and 10259 Folsom Boulevard (APN: 076-0213-003 thru 005, 011 and 012) in the amount of $1,700,000.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the Successor Agency Executive Director to execute a Purchase and Sales Agreement with the Los Rios Community College District for the Successor Agency property located at the Northwest corner of Folsom Boulevard and Paseo Drive.

ADVANCES GOALS: 1 and 6.

BACKGROUND

The Los Rios Community College District ("Los Rios") has worked to identify and secure the appropriate site for the Folsom Lake College, Rancho Cordova Center, since adopting the Centers concept in 2000. The City of Rancho Cordova, the Community Redevelopment Agency of the City of Rancho Cordova (Redevelopment Agency), the Successor Agency, and Los Rios have been engaged in joint planning and property acquisition efforts to construct a community college campus on Folsom Boulevard for the past 10 years.

The Redevelopment Agency developed a conceptual plan for the approximately 12 acres owned by three different owners: the Lily Company, Marylene F. and William J. Dauenhauer, and Gennady Shapiro Revocable Trust. The Conceptual Plan helped provide a basis for redevelopment efforts related to this area and the Redevelopment Agency pursued the purchase of all of the properties in order to develop a mixed-use development with Los Rios as the key catalyst project. The Agency purchased the Dauenhauer and Shapiro properties in 2008 to assemble the 12 acres of property.

With the action of the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012. The Successor Agency was responsible to expeditiously wind down the affairs and dispose of the assets of the former Community Redevelopment Agency. The subsequent passage of Assembly Bill 1484 replaced ABx1 26 and allowed for additional flexibility to dispose of assets, but also slowed down the process for property disposition unless the property would be used for governmental purposes.

The Successor Agency desires to sell certain real property to Los Rios to build the community college campus which is a governmental purpose. In accordance with the adopted procedures for property disposition and in an effort to maximize the sales price of the Property, the Successor Agency broadly advertised the availability of the Property for sale by: placing it on Loopnet, a recognized published and internet-accessible multiple listing service commonly used by area realtors and real estate professionals seeking to purchase commercial property; and publishing the availability of the Property for purchase in the Grapevine.

The proposed price of one million seven hundred thousand dollars ($1,700,000) to be paid by the District to the Successor Agency for the Property is the combined amount determined in two appraisals prepared by Integra Realty Resources, dated September 24, 2012 and on file for public review in the offices of the Successor Agency. The approval of the Purchase and Sale Agreement will need to be accepted by the Oversight Board and then to the Department of Finance for final approval.

ATTACHMENT

Resolution No. SA 10-2012

RESOLUTION NO. SA 10-2012

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A REAL PROPERTY DISPOSITION PROCESS

WHEREAS, Assembly Bill x1 26, and Assembly Bill 1484 require the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova ("Successor Agency") to expeditiously wind down the affairs and dispose of the assets of the former Community Redevelopment Agency; and

WHEREAS, Section 34181 of the Health and Safety Code authorizes each Successor Agency to transfer those properties of the former redevelopment agency that are used for a governmental purpose; and

WHEREAS, for many years, the City of Rancho Cordova, the Community Redevelopment Agency of the City of Rancho Cordova, the Successor Agency, and the Los Rios Community College District (District) have been engaged in joint planning and property acquisition efforts to construct a community college campus on Folsom Boulevard at the corner of Paseo Drive; and

WHEREAS, the Successor Agency and Los Rios now desire to enter into the Agreement attached hereto as Exhibit A to sell certain real property(Property) to the District, for the District to use to build the community college campus; and

WHEREAS, the proposed price of one million seven hundred thousand dollars ($1,700,000) to be paid by the District to the Successor Agency for the Property is the combined amount determined in two appraisals prepared by Integra Realty Resources, dated September 24, 2012 and on file for public review in the offices of the Successor Agency; and

WHEREAS, in an effort to maximize the sales price of the Property, the Successor Agency broadly advertised the availability of the Property for sale by: (i) placing it on Coopnet, a recognized published and internet-accessible multiple listing service commonly used by area realtors and real estate professionals seeking to purchase commercial property; and (ii) publishing the availability of the Property for purchase in the Grapevine; and

WHEREAS, the Successor Agency received a report from staff and public comment from interested parties on October 15, 2012 concerning the possible sale of the Property to the District; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA AS FOLLOWS:

1. The Successor Agency finds that the sale of the Property to the District would be consistent with the overall goals and legal obligations of the Successor Agency, including those set forth in ABx1 26 and AB 1484.

2. The Successor Agency approves and authorizes the Executive Director to enter into an agreement substantially in the form of the Agreement attached hereto as Exhibit A to sell the Property from the Successor Agency to the District.

3. The Successor Agency authorizes the Executive Director to take such further actions as may be necessary or prudent to implement and execute the Agreement and record the transfer of title to the Property pursuant to the Agreement, including, without limitation, securing any necessary action by the Oversight Board, the Department of Finance, a title insurer, and escrow officers.

PASSED AND ADOPTED the Successor Agency of the Community Redevelopment Agency of the City of Rancho Cordova, on the _____ day of October 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

David M. Sander, Agency Chair

ATTEST:

____

Mindy Cuppy, CMC, Agency Secretary

1979805.1

PURCHASE AND SALE AGREEMENT

By and Between

The Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova,
a public body, corporate and politic

("Seller")

and

LOS RIOS COMMUNITY COLLEGE DISTRICT,
a political subdivision of the State of California

("Buyer")

Dated: ___________________________, 2012

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made as of _______________, 2012 ("**Effective Date**"), between the SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA , a public body, corporate and politic ("**Seller**"), and LOS RIOS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("**Buyer**"). Buyer and Seller are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. On June 29, 2011 the legislature of the State of California (the "**State**") adopted Assembly Bill x1 26 ("**AB 26**"), which amended provisions of the Redevelopment Law (Cal. Health and Safety Code Sections 33300 et seq.).

B. Pursuant to AB 26 and the California Supreme Court decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al*., which upheld AB 26, the Community Redevelopment Agency of the City of Rancho Cordova was dissolved on February 1, 2012. and all assets and liabilities of the Community Redevelopment Agency were transferred to Seller.

C. As added by AB 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies.

D. Assembly Bill 1484 ("**AB 1484**"), enacted June 27, 2012, modified AB 26 to clarify, among other issues, that successor agencies are separate legal entities from the sponsoring jurisdiction.

E. Pursuant to Health and Safety Code Section 34181(a) the oversight board of Seller can authorize sale of property owned by Seller, subject to review by the State Department of Finance.

F. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property, as defined in Section 1.3 below, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Seller and Buyer hereby agree as follows:

ARTICLE 1.
BACKGROUND; AGREEMENT OF SALE

1.1. Background.

1.1.1. Land. Seller is the owner of certain real property located in the City of Rancho Cordova (the "**City**"), County of Sacramento (the "**County**"), State of California (the "**State**"), consisting of three parcels of land comprising 2.22 acres, commonly known as 10235 Folsom Boulevard, 10259 Folsom Boulevard, and 2764 El Caprice Drive, Rancho Cordova, California, with Assessor's parcel numbers 76-0213-003, 76-0213-004, 76-0213-005, 076-0213-011, and 076-0213-012, which is more particularly described in **Exhibit A** (the "**Land**"), and the related improvements, appurtenances, and certain related personal and intangible property.

1.1.2. Building. The Land is improved with three office buildings and a carwash (collectively, the "**Buildings**"). Except for a single tenant in the Building on 10235 Folsom Boulevard, the Buildings are unoccupied.

1.1.3. Purpose. Seller desires to sell and Buyer desires to purchase the Property, including the Land and the Buildings, as described in Section 1.3 below.

1.2. Purchase and Sale. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to purchase the Property under the terms and conditions of this Agreement.

1.3. Description of the Property. The property to be sold and purchased under this Agreement (the "**Property**") consists of the following:

1.3.1. Land. As described in Section 1.1.1.

1.3.2. Appurtenances. All privileges, rights, easements appurtenant to the Land, including without limitation all minerals, oil, gas, and other hydrocarbon substances on and under the Land; all development rights, air rights, water, water rights, and water stock relating to the Land; all right, title, and interest of Seller in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements, and other easements and other rights-of-way included in, adjacent to or used in connection with the beneficial use and enjoyment of the Land (collectively, the "**Appurtenances**").

1.3.3. Improvements. The Buildings described in Section 1.1.2 and all other buildings, structures, fences, parking areas, or improvements located upon the Land or upon the Improvements (collectively, the "**Improvements**," which together with the Land are called the "**Real Property**").

1.3.4. Personal Property. Certain tangible personal property and all intangible property owned by Seller that is located on or in or is used in connection with the use or operation of any of the Property (the "**Personal Property**"). Personal Property shall include, without limitation, all the following: (a) the service contracts listed on a schedule to be delivered according to Section 3.1.3 of this Agreement, which Buyer elects to assume, by written notice to Seller not less than 10 days before the Closing; (b) all rights under the Lease (defined in Section 3.1.8); (c) all licenses and permits related to the Property; and (d) all plans, drawings, engineering studies located within, used in connection with, or related to the Property.

ARTICLE 2.
PURCHASE PRICE

2.1. Amount. The full purchase price (the "**Purchase Price**") for the Property is $1,700,000 and is payable in accordance with this Article 2.

2.2. Deposits.

2.2.1. Initial Deposit. Within three Business Days after the Effective Date, as a deposit against the Purchase Price, Buyer must deposit $25,000 (the "**Initial Deposit**") into an escrow ("**Escrow**") to be opened with Stewart Title of Sacramento, Attn. Sharon Wichmann, 1425 River Park Drive, Suite 110, Sacramento, CA 95815 ("**Escrow Holder**").

2.2.2. Second Deposit. On the Contingency Date (as defined in Section 3.2), if the contingencies set forth in Article 3 have been met and this Agreement has not been otherwise terminated, Buyer must deposit $25,000 into Escrow as an additional deposit against the Purchase Price (the "**Second Deposit**").

2.2.3. Requirements for Deposit. Buyer may make the Initial Deposit and the Second Deposit (collectively, the "**Deposit**") in cash, or by check payable to Escrow Holder, or by electronic transfer of federal funds. Escrow Holder will hold the Deposit in an escrow account at a bank and invested in investments approved by Buyer, with interest accruing for the benefit of Buyer. On the Closing Date (defined in Section 7.2.2), the Deposit will be credited against the Purchase Price and paid to Seller. If this Agreement terminates for any reason except Buyer's default, Escrow Holder must refund the Deposit to Buyer.

2.3. Payment of Balance. Buyer agrees to pay, or cause to be paid, the balance of the Purchase Price to Seller through Escrow by depositing cash or a certified or cashier's check payable to Escrow Holder, or by electronic transfer of federal funds, which must be delivered to Escrow Holder at least one business day(s) before the Closing Date.

ARTICLE 3.
BUYER'S CONTINGENCIES

3.1. Seller's Delivery of Documents. Buyer's obligation to purchase the Property is expressly conditioned on Seller's delivering to Buyer the documents listed below, if relevant to the Property (collectively, the "**Preliminary Documents**"). Failure to deliver the Preliminary Documents within twenty (20) days after the Effective Date will extend the Contingency Date (as defined in Section 3.2) by one day for every one day thereafter that the last such Preliminary Document is delivered.

3.1.1. Preliminary Report. A preliminary title report (the "**Preliminary Report**") dated no earlier than 30 days before the Effective Date covering the Real Property and issued by Stewart Title of Sacramento (the "**Title Company**"), together with a legible copy of all exceptions to title shown in the Preliminary Report, including each document, map, and survey referred to in the Preliminary Report.

3.1.2. Surveys. Any ALTA survey or other surveys of the Real Property in Seller's possession or control ("**Survey**").

3.1.3. Schedules of Personal Property. A complete schedule of all tangible Personal Property to be sold under this Agreement and a complete schedule of all service contracts related to the Property that Seller does not intend to cancel before the Closing Date.

3.1.4. Agreements. Copies of all written easements, covenants, restrictions, agreements, service contracts, and other documents that affect the Property, including without limitation any agreements relating to insurance, service, operation, repair, supply, advertising, promotion, sale, leasing, or management of the Property or the use of the common facilities.

3.1.5. Licenses and Permits. Copies of any licenses, permits, or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including without limitation building permits, certificates of completion, certificates of occupancy, and environmental permits and licenses, and any correspondence related to the Improvements.

3.1.6. Plans. Copies of any existing construction drawings, as-built plans, and specifications for the Property.

3.1.7. Rent Roll. A rent roll, dated no earlier than 30 days before the Effective Date (the "**Rent Roll**").

3.1.8. Lease. Copies of the Lease by and between Seller and California Check Cashing Stores, LLC dated December 31, 2008 (and any modifications or amendments to the Lease) (the "**Lease**"), and financial information regarding the tenant and any correspondence related to the Lease.

3.1.9. Tax Bills. Property tax bills for the past three years.

3.1.10. Financial Information. Copies of operating statements for the Property covering each calendar month of the current calendar year to date, and each of the prior three calendar years and all budgets prepared in relation to the current year and the prior three years. Copies of all invoices, utility bills, and other records of operating expenses incurred during the current years and the prior three years shall be made available for inspection by Buyer at reasonable times at City Hall, 2729 Prospect Park, 2nd Floor, Ranch Cordova, CA.

3.1.11. Insurance Policies. Copies of all liability, fire, and casualty insurance policies carried by Seller, and copies of certificates evidencing all insurance that tenants of the Property are required to carry.

3.1.12. Materials Related to Condition of the Property. Any environmental impact reports, "Phase I" or "Phase II" reports, or environmental site assessments concerning hazardous materials on the Property, complaints or notices of the presence of hazardous materials on the Property, geological surveys, soil tests, engineering reports, inspection results, complaints, or notices received regarding the safety of the Property.

3.1.13. Litigation Materials. All materials related to pending or threatened litigation, or litigation that was pending or threatened during the period of Seller's ownership of the Property, involving the Property or the Seller on account of its ownership of the Property, including correspondence, complaints, court orders, settlements, and judgments.

3.1.14. Other Documents. All other data, correspondence, documents, agreements, waivers, notices, applications, and other records regarding the Property relating to transactions with taxing authorities, governmental agencies, utilities, vendors, tenants, neighbors, and others with whom Buyer may be dealing from and after the Closing Date.

3.1.15. Excluded Records. The Preliminary Documents will not include any books, records, documents, or information on the corporate, financial, and accounting records of the operations of Seller as an entity (as opposed to records concerning the Property), regarding offers or inquiries made by third parties concerning the purchase of some or all of the Property or appraisals of the value of the Real Property that are attorney-client communications of Seller, that are Seller's attorney's work product, or that are not in the possession of Seller or persons under Seller's control.

3.2. Buyer's Approval of Preliminary Documents. Buyer's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the matters disclosed in the Preliminary Documents. Buyer will have the period from the Effective Date until December 13, 2012 (the "**Contingency Date**") to review the Preliminary Documents and to decide whether to approve the matters disclosed in the Preliminary Documents. On or before the Contingency Date, Buyer will deliver written notice to Seller either accepting the matters disclosed in the Preliminary Documents or terminating this Agreement. If Buyer fails to give such notice on or before the Contingency Date, Buyer will be deemed to have elected to terminate this Agreement.

3.3. Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Property in accordance with the following procedure:

3.3.1. Permitted Exceptions. The following exceptions shown on the Preliminary Report (the "**Permitted Exceptions**") are approved by Buyer: (a) exceptions for a lien for local real estate taxes and assessments not yet due or payable, (b) the standard preprinted exceptions and exclusions of the Title Company, (c) any other exception shown on the Preliminary Report, other than exceptions for monetary liens, which Buyer does not object to by written notice to Seller within 20 days after the later of: (i) the Effective Date, or (ii) the delivery of the Preliminary Report ("**Buyer's Title Notice**"), or as otherwise provided in this Section 3.4. All exceptions on the Preliminary Report other than the Permitted Exceptions will be Title Objections ("**Title Objections**").

3.3.2. Title Objections. Seller will have 10 days after delivery of Buyer's Title Notice, to give notice to Buyer in writing ("**Seller's Title Notice**"), stating either (a) the manner in which Seller will remove or cure each Title Objection, or (b) that Seller will not remove or cure such Title Objection. Seller agrees to remove all liens securing the payment of money that encumber the Property.

3.3.3. Seller Elects Not to Cure. If Seller elects not to cure or remove a Title Objection (or is deemed to have so elected), then Buyer will have 10 days after delivery of the Seller's Title Notice to deliver a written notice to Seller ("**Buyer's Election Notice**") of Buyer's election either to (a) proceed with the purchase of the Property, waive such Title Objection, and accept the exception shown in the Preliminary Report as a Permitted Exception, or (b) terminate this Agreement.

3.3.4. Additional Encumbrances. If any encumbrance or other exception to title arises or is discovered after the delivery of the Preliminary Report ("**Additional Encumbrance**"), the party discovering such Additional Encumbrance must promptly give written notice to the other. No later than five days after delivery of the notice of such Additional Encumbrance, Buyer will deliver a new Buyer's Title Notice to Seller specifying whether the Additional Encumbrance is a Title Objection or a Permitted Exception. If Buyer objects to the Additional Encumbrance, the parties will proceed in the same manner as set forth above for Title Objections arising from the Preliminary Report.

3.3.5. Seller's Failure to Remove Title Objection. If Seller is obligated or elects to cure or remove a Title Objection and fails to do so least five days before the Closing Date, or fails to show that it will be able to do so on Closing, then Seller will be in default under this Agreement, and Buyer will have all its rights and remedies provided by this Agreement.

3.4. Review of Preliminary Documents and Physical Condition.

3.4.1. Due Diligence. Buyer's obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the condition of the Property and all other matters concerning the Property, including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Buyer will have until the Contingency Date to conduct such investigations as Buyer may choose ("**Due Diligence**") to determine, in its sole discretion, whether this contingency is met. On or before the Contingency Date, Buyer will deliver written notice to Seller accepting the Property, or terminating this Agreement. If Buyer fails to give such notice on or before the Contingency Date, Buyer will be deemed to have elected to terminate this Agreement.

3.4.2. Access to Property. As part of its Due Diligence, Buyer may investigate economic, financial, and accounting matters relating to or affecting the Property or its value, and conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property. Seller will permit Buyer and Buyer's consultants, agents, engineers, inspectors, contractors, and employees ("**Buyer's Representatives**") to have reasonable access to the Property during regular business hours for the purpose of performing such Due Diligence. Buyer will undertake the Due Diligence at its sole cost and expense, except as provided in Section 9.2.

Buyer shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its agents, arising out of any entry or inspection of the Property in connection with the transaction contemplated hereby, and Buyer shall provide Seller with evidence of such insurance coverage upon request from Seller.

Buyer will indemnify, defend with counsel reasonably acceptable to Seller, and hold Seller and its agents from and against any liabilities, costs, damages, losses, liens, claims and expenses (including, without limitation, reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under or about the Property by Buyer, its agents, contractors and subcontractors in performing the inspections, testings or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof, including, without limitation, any injuries or deaths to any persons (including, without limitation, Buyer's agents) and damage to any property, from any cause whatsoever. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

3.5. Board Approval. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's Board of Trustee's approving this transaction on or before the Contingency Date. Buyer will notify Seller on or before the Contingency Date whether this condition has been satisfied.

3.6. Termination for Failure of a Contingency. If this Agreement is terminated for failure of Seller to meet a contingency set forth in this Article 3, then immediately on written notice from Buyer, Escrow Holder must refund the Deposit to Buyer, without offset for any charges or claims. Any cancellation fee or other costs of Escrow Holder or the Title Company resulting from this termination for failure of a contingency, will be borne equally by Seller and Buyer, and each party must pay its own expenses.

ARTICLE 4.
SELLER'S PRECLOSING COVENANTS

4.1. No Amendment or Agreements. On or after the Effective Date, Seller will not (a) amend or waive any right under any Preliminary Document or (b) enter into any lease or other agreement of any type affecting the Property that would survive the Closing Date, without Buyer's prior written consent. Before the Contingency Date, Buyer may not unreasonably withhold its consent under this Section 4.1; after the Contingency Date, however, Buyer will have sole discretion in all such matters.

4.2. Insurance. Through the Closing Date, Seller must maintain or cause to be maintained in full force and effect comprehensive general liability casualty and other insurance on the Property in an amount equal to the full replacement cost of the Improvements.

4.3. Maintenance and Operation. Seller, at its sole cost and expense, must operate the Property in substantially the same manner as it has operated the Property before the Effective Date and must maintain and keep the Property such that on the Closing Date the Property is in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted.

Seller may not make any material alterations to the Property without Buyer's prior written consent.

4.4. Mechanics' Liens. Except for materials, supplies, or work provided or ordered for the Property at the request of or for the account of Buyer, on or before the Closing, Seller must (a) pay for all materials, supplies, and work provided or ordered for the Property for which a labor, materialman's, or mechanics' lien may be claimed under applicable law and (b) if required by the Title Company, provide the Title Company with such indemnifications or security as it may require to insure title to the Property at the Closing without exception for any unrecorded labor, materialmen's, or mechanics' claim of lien.

4.5. No Marketing. Seller agrees not to market, show, or list the Property to any other prospective buyer during the term of this Agreement.

4.6. Existing Financing. Seller must not permit any default, or any event that could give rise to a default with lapse of time or notice, to occur under any existing loan secured by the Property or other financing encumbering the Property.

4.7. Licenses and Permits. Seller will use due diligence and its best efforts to keep in full force and effect, and will renew, when necessary, all licenses and permits for the Property.

4.8. Access to Property. Seller covenants to permit Buyer and Buyer's representatives, agents, and designees the right at all reasonable times until Closing to enter the Property as provided in Section 3.5.2.

4.9. Notification. Seller will promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

4.10. Estoppel Certificates. Seller agrees to use its best efforts to obtain the estoppel certificate described in Section 6.1.4.

4.11. Service Contracts. Seller covenants and agrees that before the Closing Date it will terminate all service contracts related to the Property except any that Buyer has specifically elected to assume under Section 3.3.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Seller's Representations and Warranties. Seller hereby represents and warrants that each of the following is true as of the Effective Date and the Closing Date.

5.1.1. Condition of the Property. To Seller's knowledge, the Property is free of any physical or mechanical defects that would present a danger to human health or safety.

5.1.2. Compliance With Laws. To Seller's knowledge, neither the Property nor its operation violates in any way any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local, foreign or private, including without limitation all life safety requirements. To Seller's knowledge, the Improvements are not in violation of any applicable building or zoning codes, building moratorium or environmental protection codes, laws, regulations, or ordinances. Seller has not received any request, oral or written, that Seller modify or terminate any use of the Property. To Seller's knowledge, the zoning of the Property permits the current Improvements and use of the Property, there is no pending or contemplated rezoning, and the Property complies with the Subdivision Map Act and local ordinances enacted under that Act.

5.1.3. Documents. All Preliminary Documents delivered to Buyer under Section 3.1, and all other documents delivered to Buyer by or on behalf of Seller, are true, correct, and complete copies of what they purport to be. The documents delivered by Seller to Buyer are all the material documents concerning the Property in Seller's possession or under its control.

5.1.4. Lease. The Rent Roll and Updated Rent Roll (defined in Section 3.1.7) are true, correct, and complete. Seller has delivered to Buyer true, accurate, and complete copies of the Lease, and there are no leases, subleases, occupancies, or tenancies in effect pertaining to the Property except as stated in the Lease. The Lease is in full force and effect; no party to the Lease is in default under the Lease; and the Lease are subject to no defenses, setoffs, or counterclaims for the benefit of the tenants under the Lease; and no rent has been prepaid nor concessions given to the tenants under the Lease except as disclosed in the Lease. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding. Seller may not modify, cancel, amend, or extend any Lease or waive any rights under the Lease or enter into any new tenant lease between the Effective Date and the Closing Date without Buyer's prior written approval, which approval shall not be unreasonably withheld. Seller is in full compliance with all of the landlord's obligations under the Lease.

5.1.5. Operating Statements. All operating statements furnished to Buyer in connection with or under this Agreement (a) are true and correct in all material respects, (b) have been prepared in conformity with generally accepted accounting principles consistently applied, and (c) accurately reflect the financial position of the Property.

5.1.6. Litigation. There is no pending or threatened private or governmental litigation by any governmental authority or person against Seller relating solely to the Property.

5.1.7. Other Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Seller or Seller's interest in the Property, nor are any such proceedings contemplated by Seller.

5.1.8. Governmental Action. Seller has no knowledge of, nor has Seller received written notice of, any plan, study, or effort by any agency or party that in any way would materially affect the use of the Property or any portion of it for its current use or of any intended public improvements that would result in any charge being levied against, or any lien assessed on, the Property. Seller has no knowledge of any existing, proposed, or contemplated plan to widen, modify, or realign any street or highway contiguous to the Property.

5.1.9. Condemnation. Seller has received no notice of any currently pending or contemplated special assessments or proceedings to condemn or demolish the Property or any part of it or any proceedings to declare the Property or any part of it a nuisance.

5.1.10. Licenses. Seller has all licenses, permits, easements, and rights of way, including proof of dedication, building permits, and occupancy permits that are required from any governmental authority having jurisdiction over the Property, or from private parties, in order to continue the present use of the Property and to ensure adequate vehicular and pedestrian access to the Property. Such licenses, permits, easements, and rights-of-way must be in full force and effect on the Closing Date. All permits, rights, and documents to be transferred to Buyer at close of escrow have been fully paid for and are not subject to any liens, encumbrances, or claims of any kind, and their transfer and assignment do not require the consent of third parties other than as set forth in such documents or as required by law. Seller has, and at close of escrow will deliver to Buyer, good and marketable title to all such permits, rights, and documents.

5.1.11. Development Rights. Neither Seller nor any previous owner of the Property has, except by operation of law, sold, transferred, conveyed, or entered into any agreement regarding "air rights," "excess floor area ratio," or other development rights or restrictions relating to the Property, except as otherwise expressly set forth in the Preliminary Report.

5.1.12. Due Authorization. This Agreement and the performance of Seller's obligations under it and all documents executed by Seller that are to be delivered to Buyer at the Closing are, or on the Closing Date will be, duly authorized, executed, and delivered by Seller and are, or at the Closing Date will be, legal, valid, and binding obligations of Seller, and do not, and on the Closing Date will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Seller to enter into and/or to perform Seller's obligations under this Agreement, except as has already been obtained.

5.1.13. Title to the Property. Seller has good and marketable title to the Property. Seller has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer. There are no unsatisfied mechanics' or materialmen's lien rights on the Property.

5.1.14. Personal Property. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

5.1.15. Hazardous Wastes. To Seller's knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including but not limited to soil and groundwater conditions. To Seller's knowledge, there are no environmental, health, or safety hazards on, under, or about the Property, including but not limited to soil and groundwater conditions. Neither Seller nor, to Seller's knowledge, any third party (including but not limited to Seller's predecessors in title to the Property) has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under, or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials ("**Hazardous Materials**"), which for purposes of this Agreement include, but are not limited to, substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §§9601, et seq.); the Hazardous Materials Transportation Act (49 United States Code §§5101, et seq.); the Resource Conservation and Recovery Act (42 United States Code §§6901, et seq.); the substances defined as "hazardous wastes" in California Health and Safety Code §25117 or as "hazardous substances" in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5, et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws. Seller has no actual knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Material, other than de minimis amounts of household cleaners or office supplies.

5.1.16. Foreign Person. Seller is not a foreign person and is a "**United States Person**" as such term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.

5.1.17. ***[Reserved.]***

5.2. Buyer's Representations and Warranties. Despite anything to the contrary in this Agreement, Buyer hereby warrants and represents that each of the following is true as of the Effective Date and the Closing Date:

5.2.1. Due Authorization. This Agreement and the performance of Buyer's obligations under it and all the documents executed by Buyer that are to be delivered to Seller at the Closing are, or on the Closing Date will be, duly authorized, executed, and delivered by Buyer and are, or at the Closing Date will be, legal, valid, and binding obligations of Buyer, and do not, and on the Closing Date will not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Buyer to enter into or to perform Buyer's obligations under this Agreement, except as has already been obtained.

5.2.2. Legal Proceedings. Buyer has not received written notice of any legal actions or proceedings pending or threatened against Buyer that may affect Buyer's ability to purchase the Property.

5.2.3. No Conflict. The execution and delivery of this Agreement, and the purchase of the Property contemplated hereby, do not and will not (a) violate the terms of any order, writ or decree of any court or judicial or regulatory authority or body binding upon Buyer or the charter or governing instruments of Buyer, (b) conflict with or result in a breach of any condition or provision or constitute a default under or pursuant to the terms of any contract, mortgage, lien, lease, agreement, debenture or instrument to which Buyer is a party, or that is or purports to be binding upon Buyer, or (c) violate any rule, regulation, statute or law applicable to Buyer.

ARTICLE 6.
CLOSING CONDITIONS

6.1. Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions ("**Buyer's Closing Conditions**"). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of the Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

6.1.1. Title. It is a Buyer's Closing Condition that, on the Closing Date, Seller convey to Buyer marketable fee simple title to the Real Property by execution and delivery of a grant deed in Escrow Holder's standard form ("**Deed**") and cause to be delivered to Buyer from the Title Company an (ALTA 2006 Form) Owner's Extended Coverage Policy of Title Insurance with liability in the full amount of the Purchase Price, insuring title to the Real Property in Buyer, subject only to the Permitted Exceptions, together with such endorsements described below or as may be reasonably requested by Buyer ("**Title Policy**"). The Title Policy must also include such endorsements or guaranties as Buyer may request. Seller must deliver to the Title Company such instruments, documents, releases, and agreements and must perform such other acts as Title Company may reasonably require in order to issue the Title Policy. Indemnification of the Title Company to induce it to insure any otherwise unpermitted exception to title will not be allowed except with Buyer's prior written consent after full disclosure to Buyer of the nature and substance of such exception and indemnity, which consent will not be unreasonably withheld by Buyer for exceptions not material to marketable title to the Real Property.

6.1.2. Seller's Representations, Warranties, and Covenants. The representations and warranties of Seller in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Seller must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date

6.1.3. Tenant Estoppel Certificates. At least 10 days before the Closing Date, Seller must have delivered to Buyer for its approval an updated Rent Roll dated no earlier than 15 days before the Closing Date ("**Updated Rent Roll**"). At least five days before the Closing Date, Seller must have delivered to Buyer an estoppel certificate from the tenant of the Property in the form attached to this Agreement as **Exhibit B** ("**Tenant Estoppel Certificates**"), dated no earlier than 30 days before the Closing Date. The Tenant Estoppel Certificates must contain no material discrepancies from the Updated Rent Roll, and must (a) confirm the terms of the Lease and the current rent payable under it, (b) verify to the best knowledge of such tenant that Seller is not in default or subject to any claims or defenses of such tenant, (c) affirm that all construction obligations of landlord under such tenant's lease have been met to such tenant's satisfaction, (d) specify the amount of any deposits or prepaid rent held by Seller, (e) constitute an attornment by such tenant to Buyer and a consent to the assignment of the lease to Buyer. Despite any provisions in this Agreement to the contrary, Buyer will have to the end of the day before the Closing Date to disapprove the Updated Rent Roll and Tenant Estoppel Certificates.

6.1.4. Closing Documents. Seller must have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.

6.1.5. Physical Condition. The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.

6.1.6. Adverse Actions. There will exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings, pending or threatened, against Seller or regarding the Property that would materially and adversely affect Seller's ability to perform its obligations under this Agreement or Buyer's title to the Property and there will exist no pending or threatened action, suit, or proceeding regarding Seller before or by any court or administrative agency that seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated by this Agreement.

6.1.7. Hazardous Material. No Hazardous Materials will have been discovered on the Property after the Contingency Date that were not previously disclosed to Buyer or discovered by Buyer before the Contingency Date.

6.1.8. No Material Changes. No event will have occurred nor will any condition have arisen after the Contingency Date that as of the Closing Date materially and adversely affects all or any part of the Property or its current or prospective operation, use, value, income, expenses, or occupancy.

6.1.9. Consents. All necessary agreements and consents of all parties to consummate the transaction contemplated by this Agreement will have been obtained and furnished by Seller to Buyer.

6.2. Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing ("**Seller's Closing Conditions**"). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

6.2.1. Approvals. Prior to the Closing Date, Seller must have obtained the approval of the transaction contemplated by this Agreement from the Governing Board of the Successor Agency, the Oversight Board of the Successor Agency and the Department of Finance. If Seller has not obtained such approvals prior to the Closing Date, Seller may terminate this Agreement by notice to Buyer and Escrow Holder, in which case, the provisions of Section 3.7 shall apply.

6.2.2. Approval of Contingencies. It is a Seller's Closing Condition that Buyer must have acknowledged its approval or waiver of all contingencies as required under Article 3.

6.2.3. Purchase Price. Buyer must have delivered the Purchase Price to Escrow.

6.2.4. Delivery of Closing Documents and Funds. Buyer must have delivered to Escrow the documents and funds specified in Section 7.4.

6.2.5. Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date. Seller must have been furnished with a certificate of Buyer dated as of the Closing Date, certifying to the fulfillment of the foregoing conditions. Such certificate will have the effect of a representation and warranty of Buyer made on and as of the Closing Date.

6.3. Termination for Failure of a Condition. If Buyer's Closing Conditions or Seller's Closing Conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, the parties shall have no further obligation or liability under this Agreement, except as provided in Article 9 and this Section 6.3. Subject to Buyer's obligations and covenants under Section 6.2 and subject to Article 9, on such termination, Escrow Holder must return the Deposit to Buyer. Any cancellation fee or other costs of Escrow Holder and Title Company will be borne equally by Seller and Buyer and each party will pay its own expenses.

ARTICLE 7.
CLOSING

7.1. Escrow. The Escrow will be opened with Escrow Holder on the execution of this Agreement. Upon the opening of Escrow, the Parties shall deposit with the Escrow Holder an executed copy of this Agreement, which shall serve as the joint escrow instructions of Buyer and Seller for this transaction. Each Party may provide additional escrow instructions relating to the transactions contemplated in this Agreement to the Escrow Holder; provided however, that any additional escrow instructions executed by any Party shall not be deemed to modify the provisions of this Agreement unless any modifications are specifically identified as such and are approved, in writing, by both Seller and Buyer. Buyer and Seller will promptly on Escrow Holder's request execute such additional escrow instructions as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement.

7.2. Closing Definitions.

7.2.1. Definition. The "**Closing**" means the exchange of money and documents as described in this Article 7, and will be deemed to have occurred when Seller's Deed to Buyer has been recorded, Escrow Holder holds and can record and deliver the remaining documents described in this Article 7, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

7.2.2. Closing Date. Seller and Buyer agree that the Closing shall occur on the "**Closing Date**." The Closing Date shall be a date mutually agreeable to Buyer and Seller that is no earlier than January 5, 2013. If the Closing has not occurred prior to January 10, 2013, then, subject to Section 6.3, Buyer may elect to terminate this Agreement, the Deposit will be returned to Buyer, and neither party will have any obligations to the other except on account of any breach of this Agreement. The Closing will be at the offices of Escrow Holder or such other place as the parties may agree.

7.3. Seller's Deposit of Documents and Funds. Seller must deposit into Escrow the following documents duly executed by Seller in form and substance reasonably satisfactory to Buyer:

7.3.1. Deed. The duly executed and acknowledged Deed conveying the Property to Buyer subject only to the Permitted Exceptions;

7.3.2. Bill of Sale. A duly executed bill of sale, in the form attached to this Agreement as **Exhibit C**, conveying the Personal Property to Buyer free and clear of liens, encumbrances, and restrictions of every kind and description ("**Bill of Sale**");

7.3.3. Assignment. A duly executed assignment, in the form attached to this Agreement as **Exhibit D**, assigning to Buyer Seller's interest (a) in the Plans (if any), (b) in all warranties of which Seller is the beneficiary with respect to the Improvements or Personal Property, (c) in all intangible assets of the Property, and (d) in such service contracts and other agreements as Buyer elects to assume ("**Assignment**");

7.3.4. Lease Assignment. A duly executed assignment of the Lease, in the form attached to this Agreement as **Exhibit E**, assigning to Buyer Seller's interest as landlord in all the Lease ("**Lease Assignment**");

7.3.5. Nonforeign Certification. Certificates required by §1445 of the Internal Revenue Code of 1986, and the California Revenue and Taxation Code §18662, executed by Seller and in a form satisfactory to Buyer ("**Nonforeign Certification**"), to relieve Buyer of any potential transferee's withholding liability under such statutes;

7.3.6. Seller's Proof of Power and Authority. Such proof of Seller's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by Buyer or Escrow Holder; and

7.3.7. Additional Documents. Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.

7.4. Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer in form and substance reasonably satisfactory to Seller:

7.4.1. Purchase Price. The Purchase Price in accordance with Article 2, plus or minus prorations as provided in Section 7.6;

7.4.2. Assignment. A duly executed Assignment, by which Buyer assumes Seller's interest in (a) the Plans (if any), (b) all warranties of which Seller is the beneficiary with respect to the Improvements or Personal Property, (c) all intangible assets of the Property, and (d) such service contracts and other agreements as Buyer elects to assume;

7.4.3. Lease Assignment. A duly executed Lease Assignment, by which Buyer assumes Seller's interest as landlord in all the Lease;

7.4.4. Buyer's Proof of Power and Authority. Such proof of Buyer's authority and authorization to enter into and perform under this Agreement, and such proof of power and authority of the individuals executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may reasonably be required by Seller and Escrow Holder; and

7.4.5. Conveyance Documents. Such documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

7.5. Closing. When Escrow Holder receives all documents and funds identified in Sections 7.3 and 7.4, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, Escrow Holder will close Escrow by:

7.5.1. Recording the Deed;

7.5.2. Issuing the Title Policy to Buyer;

7.5.3. Delivering to Buyer the Assignment, the Bill of Sale, the Nonforeign Certification, copies of all recorded documents related to the transfer or encumbering of the Property, and a copy of Seller's Escrow instructions; and

7.5.4. Paying the Purchase Price to Seller, plus or minus prorations under Section 7.6.

7.5.5. Thereafter, Escrow Holder will deliver signed closing statements showing all receipts and disbursements to Buyer and Seller and will file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Internal Revenue Code §6045(e).

7.6. Deliveries Outside Escrow. Seller agrees to deliver the following to Buyer outside Escrow within two business days after Closing:

7.6.1. Letters in form and substance satisfactory to Buyer, signed, and stamped by Seller and addressed to each tenant at the Property, stating that the Property has been sold to Buyer and that all rents should be paid to Buyer after the Closing Date ("**Tenant Notices**");

7.6.2. The Updated Rent Roll current through the day before the Closing Date;

7.6.3. The original Lease.

7.7. Prorations. All receipts and disbursements of the Property shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

7.7.1. Property Rents. All rents under the Lease in effect on the Closing Date will be prorated as of the Closing.

7.7.2. Security Deposits. At Closing, Buyer will be credited and Seller will be charged with the amount of all security deposits received under the Lease in effect as of the Closing.

7.7.3. Capital Expenditures and Accounts Payable. All capital and other improvements (including labor and material) that are performed or contracted for, by or on behalf of Seller before the Closing Date, and all sums due for accounts payable that were owed or incurred by the Property before the Closing Date, must be paid by Seller.

7.7.4. Leasing Commissions. Seller must pay when due, whether before or after Closing, all leasing commissions payable with respect to Lease and extensions, renewal, and expansions of the Lease that were fully executed before the Contingency Date. Seller will be credited and Buyer will be charged the amount of leasing commissions paid by Seller on account of Lease and extensions, renewals, and expansions of the Lease that were fully executed after the Contingency Date.

7.7.5. Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period before the Closing Date for the calendar year in which the Closing occurs will be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

7.7.6. Utility Charges. Charges for utilities, including water, sewer, electric, and gas, shall be prorated within 30 days after the Closing Date based on the then most recent bills for such services. Seller must pay for all utility services to the Property for all periods before the Closing and Buyer must pay for all utility services to the Property for the Closing Date and all periods thereafter.

7.8. Closing Costs. Closing costs will be allocated as follows:

7.8.1. Seller will pay all costs associated with removing any debt encumbering the Property;

7.8.2. Escrow costs will be shared equally by Seller and Buyer;

7.8.3. Buyer will pay the costs for the ALTA Title Policy and the cost of any required survey;

7.8.4. Buyer will pay the cost of recording the Deed; and

7.8.5. Seller will pay the documentary transfer tax and any municipal transfer tax.

7.9. Broker's Commission; Indemnity. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person, who can claim a commission or finder's fee as a procuring cause of the sale contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based on any contract, dealings, or communication with a party ("**Indemnifying Party**"), then the Indemnifying Party must indemnify, defend, and hold the other party ("**Nonindemnifying Party**") harmless from all costs and expenses (including reasonable attorneys' fees and costs of defense) incurred by the Nonindemnifying Party in connection with such claim.

7.10. Possession. Seller will deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the interest of tenants under the Lease.

ARTICLE 8.
RISK OF LOSS

8.1. Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("**Condemnation**") and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the Improvements, or reduce or eliminate access to the Property, then Buyer may either (a) terminate this Agreement or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Buyer will be entitled to keep, all awards for the Condemnation that accrue to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent. Seller must notify Buyer of any notice of Condemnation of all or any portion of the Property within five days after the receipt of this notice, and Buyer must exercise its option(s) as provided in this Section 8.1 within 10 days after receipt of such notice. If necessary, the Closing Date will be extended to give Buyer the full 10 -day period to make such election.

8.2. Damage and Destruction. If before the Closing Date any damage or destruction of the Property, or any portion of it will have occurred that results in an Uninsured Loss of $25,000 or less, then at the Closing Seller must assign to Buyer the right to collect any Insurance

Proceeds with respect to such loss and give Buyer a credit against the Purchase Price in the amount of such Uninsured Loss. If such damage or destruction results in an Uninsured Loss of more than $25,000, then within five days after determination of the amount of the Insurance Proceeds Seller must elect either (a) to give Buyer a credit for the entire amount of such Uninsured Loss and assign to Buyer the right to collect any Insurance Proceeds with respect to such loss or (b) to terminate this Agreement. Despite any such damage or destruction, the Purchase Price for the Property will not be reduced except by the credits referred to above. For purposes of this Section 8.2, Uninsured Loss is the difference between (i) the sum of the actual cost necessary for the Seller to fully repair such damage and destruction, as determined by a qualified insurance adjuster selected by the insurance carrier providing insurance for the Property, and (ii) the total amount of Insurance Proceeds, which are the proceeds from any and all insurance with respect to the Property and/or to such loss, including without limitation fire and casualty and liability insurance. Uninsured Losses may arise because of self-insurance, deductible amounts under policies, proceeds of policies insufficient to cover the loss, risks not insured for, or otherwise. If any damage to or destruction of the Property occurs, the Closing Date will be extended until the amount of the Insurance Proceeds is determined and Seller has made any election permitted under this Section 8.2.

ARTICLE 9.
REMEDIES FOR DEFAULT

9.1. Buyer's Default. Buyer will be deemed to be in default under this Agreement (1) if Buyer fails, for any reason other than Seller's default under this Agreement or the failure of a condition precedent to Buyer's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or (2) if a material breach of any representation or warranty (made by Buyer) has occurred by reason of Buyer's actual fraud or intentional misrepresentation; provided, however, that no such default will be deemed to have occurred unless and until Seller has given Buyer written notice of this Agreement, describing the nature of the default, and Buyer has failed to cure such default within five days after the receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

9.2. REMEDIES FOR BUYER'S DEFAULT. IF THE CLOSING FAILS TO OCCUR BECAUSE OF BUYER'S DEFAULT UNDER THE TERMS OF THIS AGREEMENT, BUYER WILL BE RESPONSIBLE FOR ALL CANCELLATION CHARGES REQUIRED TO BE PAID TO ESCROW HOLDER AND ANY ESCROW CHARGES. IN ADDITION, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES WILL TERMINATE AND THE DEPOSITS WILL BE IMMEDIATELY DELIVERED BY ESCROW HOLDER TO SELLER ON SELLER'S REQUEST. THE DEPOSITS WILL BE DEEMED LIQUIDATED DAMAGES FOR BUYER'S NONPERFORMANCE AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER (INCLUDING, WITHOUT LIMITATION, SELLER'S RIGHTS TO SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT AND TO RECEIVE DAMAGES) FOR BUYER'S FAILURE TO PURCHASE THE PROPERTY, WHICH SUMS WILL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE

THE PROPERTY. FROM THE NATURE OF THIS TRANSACTION, IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER WOULD SUSTAIN IF BUYER BREACHES SUCH OBLIGATION. THE IMPRACTICABILITY AND DIFFICULTY OF FIXING ACTUAL DAMAGES IS CAUSED BY, WITHOUT LIMITATION, THE FACT THAT THE PROPERTY IS UNIQUE. GIVEN THE FOREGOING FACTS, AMONG OTHERS, BUYER AND SELLER AGREE THAT LIQUIDATED DAMAGES ARE PARTICULARLY APPROPRIATE FOR THIS TRANSACTION AND AGREE THAT SAID LIQUIDATED DAMAGES MUST BE PAID IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, DESPITE ANY WORDS OR CHARACTERIZATIONS PREVIOUSLY USED OR CONTAINED IN THIS AGREEMENT IMPLYING ANY CONTRARY INTENT. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE §3275 OR §3369 BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER CALIFORNIA CIVIL CODE §§1671, 1676, AND 1677. NOTHING IN THIS AGREEMENT WILL, HOWEVER, BE DEEMED TO LIMIT BUYER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF BUYER'S INDEMNITY OBLIGATIONS UNDER SECTION 3.5.2, OR FOR ATTORNEY FEES AND COSTS AS PROVIDED IN SECTION 10.10.

WE ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION:

SELLER'S INITIALS: ______

BUYER'S INITIALS: ______

9.3. Seller's Default. Seller will be deemed to be in default under this Agreement (1) if Seller fails, for any reason other than Buyer's default under this Agreement or the failure of a condition precedent to Seller's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or (2) if a material breach of any representation or warranty (made by Seller) has occurred because of Seller's actual fraud or intentional misrepresentation; provided, however, that no such default will be deemed to have occurred unless and until Buyer has given Seller written notice of the default, describing its nature, and Seller has failed to cure such default within five days after receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

9.4. Remedies for Seller's Default. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date through no fault of Buyer, then Buyer at its option may have the right to specific performance of this Agreement or the right to recover the Deposit and all of its general and specific damages. If, after the Closing Date, Buyer determines that Seller has breached any representation or warranty set forth in Article 5, then Buyer will have the right to bring an action for general and specific damages to Buyer. If this Agreement is terminated before the Closing Date for Seller's default, then, in addition to any remedy Buyer has under this Agreement, Seller will reimburse Buyer for the costs incurred by Seller in conducting its Due Diligence.

ARTICLE 10.
GENERAL

10.1. Notices. Any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

SELLER: Successor Agency to the Redevelopment Agency of the City of Rancho Cordova
Attn: Micah Runner
2729 Prospect Park, 2nd Floor
Rancho Cordova, CA 95670
Phone number:______________
Fax number: _______________
Email: _____________________

with a copy to: Meyers, Nave, Riback, Silver & Wilson
Attn: Adam Lindgren
555 Capitol Mall, Suite 1200
Sacramento, CA 95814
Phone number: (916) 556-1531
Fax number: (916) 556-1516
Email: ______________________

BUYER: Los Rios Community College District
Attn: O.D. Burr
1919 Spanos Court
Sacramento, CA 95818
Phone number: (916) 568-3057
Fax number: (916) 286-3636
Email: BurrO@losrios.edu

with a copy to: Los Rios Community College District
Attn: J. P. Sherry, Esq.
1919 Spanos Court
Sacramento, CA 95818
Phone number: (916) 568-3006
Fax number: (916) 364-4093
Email: sherryj@losrios.edu

ESCROW HOLDER: Stewart Title of Sacramento
Attn: Sharon Wichmann
1425 River Park Drive, Suite 110
Sacramento, CA 95815

Phone number: (916) 441-4950 , x3212
Fax number: (916) 564-5840
Email: sharon@stewartsac.com

Either party may change its address by written notice to the other given in the manner set forth above.

10.2. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive and final statement of the terms of the agreement with respect to the Property and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement will be construed as a whole in accordance with its fair meaning and without regard to California Civil Code §1654 or similar statutes. Neither party has been induced to enter into this Agreement by, and neither party is relying on any representation or warranty outside those expressly set forth in this Agreement.

10.3. Amendments and Waivers. No addition to or modification of this Agreement will be effective unless it is made in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver will not be enforceable by another party unless it is made in writing and signed by the waiving party.

10.4. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

10.5. No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement will survive the Closing and will not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties will, despite any investigation made by any party to this Agreement, survive Closing, and the same will inure to the benefit of and be binding on the parties' respective successors and assigns.

10.6. References. Unless otherwise indicated, (a) all article and section references are to the articles and sections of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday, or California state holiday, such time for performance will be extended to the next business day. "**Business Days**" means days other than Saturday, Sunday, and California State holidays. The headings used in this Agreement are provided for convenience only and this Agreement will be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.

10.7. Governing Law. This Agreement will be governed by the laws of the State of California applicable to contracts made by residents of the State of California and to be performed in California.

10.8. Confidentiality and Publicity. Before the Closing, the parties must at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations, including but not limited to laws related to the release of public records or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties must indicate that the information is confidential and should be so treated by the third party. Before the Closing, no press release or other public disclosure may be made by either party or any of its agents concerning this transaction without the other party's prior written consent.

10.9. Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

10.10. Attorneys' Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, including any interpleader of the Deposit by Escrow Holder, the prevailing party in such action, or the nondismissing party when the dismissal occurs other than by a settlement, will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, will be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

10.11. Assignment. This Agreement will inure to the benefit of and be binding on the parties to this Agreement and their respective successors and assigns. Buyer will have the right to assign all or any portion of its interest in this Agreement, provided that Buyer gives written notice of such assignment to Seller before the Closing Date.

10.12. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.

10.13. Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

10.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.15. Interpretation. Throughout this Agreement, (a) the plural and singular numbers will each be considered to incude the other; (b) the masculine, feminine and neuter genders will each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) “may” is permissive; (e) “or” is not exclusive; and (f) “includes” and “including” are not limiting.

SIGNATURES ON FOLLOWING PAGE

SELLER:

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA**,** a public body, corporate and politic

Dated: _________________, 2012

By:_______________________________________
Name:_____________________________________
Title:_____________________________________

Dated: _________________, 2012

By:_______________________________________
Name:_____________________________________
Title:_____________________________________

ATTEST:

____
Agency Secretary

APPROVED AS TO FORM:

____
Agency Counsel

BUYER:

LOS RIOS COMMUNITY COLLEGE DISTRICT**,** a political subdivision of the State of California

Dated: _________________, 2012

By:_______________________________________
Name:_____________________________________
Title:_____________________________________

Dated: _________________, 2012

By:_______________________________________
Name:_____________________________________
Title:_____________________________________

CONSENT OF ESCROW HOLDER

Stewart Title of Sacramento ("**Escrow Holder**") accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions as escrow instructions, agrees to act as escrow holder and agrees to be bound by their provisions applicable to it as Escrow Holder.

STEWART TITLE OF SACRAMENTO

Dated: _________________, 2012

By:_______________________________________
Name:_____________________________________
Title:______________________________________

TABLE OF EXHIBITS

EXHIBIT A

Description of Property

EXHIBIT B

Form of Bill of Sale

BILL OF SALE

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged by execution of this document, the undersigned, Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic ("**Seller**") does on _______________ 2013, grant, convey, transfer, assign, bargain, sell, deliver, and set over unto LOS RIOS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("**Buyer**"), its successors and assigns, forever, all of Seller's right, title, and interest in and to the personal property described on the attached **Schedule 1** and located in and upon and used in connection with the operation of all the improvements ("**Improvements**") on the land located in Rancho Cordova, California, generally known as 10235 Folsom Boulevard, 10259 Folsom Boulevard, and 2764 El Caprice Drive, Rancho Cordova, California (collectively, the "**Personal Property**") and all warranties, guaranties and indemnities, whether those warranties, guaranties, and indemnities are express or implied, and all similar rights that Seller may have against any manufacturer, supplier, seller, engineer, contractor, or builder, in respect of the Personal Property, or any portion of the Personal Property (collectively, the "**Warranties**").

Seller does represent and warrant to Buyer that Seller is the lawful owner of the Personal Property and the Warranties and that the Personal Property and the Warranties are free and clear from all liens and encumbrances. Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, costs, liabilities, losses, damages, penalties, or expenses of any kind, including without limitation attorney and expert witness fees that may be brought or made against Buyer or that Buyer may incur by reason of any defect in Seller's title to the Personal Property or in the Warranties as represented and warranted in this document, or as a result of a lien or encumbrance on the Personal Property.

This Bill of Sale shall in all respects be governed by, and construed in accordance with the laws of the State of California, including all matters of construction, validity, and performance.

SELLER:

Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic rship

Dated: _________________, 2012

By:____
Name:______________________________________
Title:_______________________________________

Dated: _________________, 2012

By:____
Name:______________________________________
Title:_______________________________________

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

BUYER:

LOS RIOS COMMUNITY COLLEGE DISTRICT,
a political subdivision of the State of California

Dated: _________________, 2012

By:_______________________________________
Name:_____________________________________
Title:______________________________________

Dated: _________________, 2012

By:_______________________________________
Name:_____________________________________
Title:______________________________________

EXHIBIT C

Form of Tenant Estoppel

Form of Tenant Estoppel Certificate

To: Los Rios Community College District ("**Buyer**")
Attn: ________________
1919 Spanos Court
Sacramento, Ca 95825

The undersigned, California Check Cashing Stores LLC, ("**Tenant**") certifies that:

1. Tenant is the tenant and present occupant of the building at 10235 Folsom Blvd., Rancho Cordova, CA, (the "**Premises**").

2. The Premises are leased under a Lease between Landlord and Tenant dated December 31, 2008. The Lease contains all the agreements between Tenant and Landlord. The Lease has not been amended or modified, either verbally or in writing, except as indicated in this Estoppel.

3. The Lease provides for minimum monthly rent. Minimum monthly rent of $___________ per month has been paid through ________________.

Tenant has not paid any rent in advance under the Lease except for the minimum monthly rent that became due for the current month, and Tenant has fully paid all other amounts due under the Lease through _______________.

4. The Lease term began on December 1, 2008 and expires on November 30, 2013 The Lease provides two options to extend or renew the lease term for five years each.

5. The Lease permits Landlord to terminate the Lease on 90 days' notice to Tenant if Landlord desires to commence development on the Premises, whether or not Landlord provides Tenant with new premises.

6. Tenant has no right of first refusal or option to purchase the Premises or the Building or option to extend, or exclusive business rights except

____

[specify; if none exists, insert "none"]. Tenant has not given Landlord any notice of termination under the Lease and has no option under the Lease to terminate the Lease as to all or any portion of the Premises. Tenant's only interest in the Premises or the Building is the Lease.

7. The sum of $3,000 was paid to Landlord as a security deposit, and the sum of $_________ was paid for the last month's rent. Tenant shall not look to Buyer, Buyer's successors, or assigns for the return or credit of the security deposit or any prepaid rent unless this money has been so designated and transferred to Buyer.

8. All work required of Landlord by the Lease has been completed in accordance with the terms of the Lease, and Tenant has accepted, and Tenant is now in possession of, the Premises, and the Lease is in full force and effect. To the best of Tenant's knowledge: (a) the Premises comply with all applicable laws, (b) there are no hazardous materials on, in, under, or about the Premises, and (c) there are no structural or mechanical defects in the Premises. Landlord has no obligation to construct, refurbish, install, rehabilitate or renovate any existing or additional improvements in the Premises or in the Building, except __________________ ____[specify; if none, insert "none"].

9. No person or firm other than Tenant is in possession and, to the best of Tenant's knowledge, no other person or firm other than Landlord has a future right to the Premises. [If anyone else has such rights, state name, address, and explain such rights.] ________________ ____

10. Tenant has not assigned or entered into any subleases of the Lease, except as follows: ____ [specify; if none, insert "none"].

11. Tenant claims no offset, counterclaims, or credits against rentals, nor does Tenant possess or assert any claims against Landlord for any failure of performance of any of the terms of the Lease, and Landlord is not in default under the Lease or in connection with the Premises or the Building. Landlord has fulfilled all of its duties and obligations under the Lease.

12. Tenant is not in bankruptcy, and Tenant is not now contemplating filing bankruptcy. Tenant has not filed and there has not been filed against Tenant any petition in bankruptcy, voluntary or otherwise, or an assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or of any State, or any other action brought under such bankruptcy laws.

13. Tenant has no notice of a prior assignment, hypothecation, or pledge of rents under the Lease or of the Lease.

14. On Landlord's notice to Tenant of the closing of Buyer's acquisition of the Building, Tenant shall attorn to, be liable to, and recognize Buyer as Landlord under the Lease, and shall be bound by and perform all of the obligations imposed by the Lease on Tenant, and Buyer shall succeed to all of the rights of Landlord under the Lease. However, Tenant acknowledges and agrees that Buyer shall not be liable for any act or omission of any person or party who may have been a landlord under the Lease before Buyer's acquisition of title to the Building, and Buyer shall not be subject to any offset or defenses which Tenant may have against any such prior landlord.

15. On Buyer's notice of closing Buyer's acquisition of the Building, Tenant shall make all rental and other payments and send all other notices under the Lease to Buyer at:

Los Rios Community College District
Attn: ________________
1919 Spanos Court

Sacramento, CA 95825

or to such other entity or address as landlord shall direct in writing.

16. The statements in this letter may be relied on by Landlord, Buyer and any lender who extends credit in connection with the purchase of the Building. Tenant agrees that, on receipt of notice of the name and address of any lender who holds a deed of trust on the Building, Tenant will give the lender notice of any default by Landlord during the term of the lease and a reasonable period after the default within which the lender may cure the default.

This certificate was executed on ________________________________.

Tenant:

____

Dated: __________________, 2012

By:_______________________________________
Name:____________________________________
Title:_____________________________________

Dated: __________________, 2012

By:_______________________________________
Name:____________________________________
Title:_____________________________________

EXHIBIT D

Form of Assignment

ASSIGNMENT OF INTANGIBLES

THIS ASSIGNMENT OF INTANGIBLES (the "**Intangible Property Assignment**") is entered into as of as of _______________, 2013 by and between the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic ("**Assignor**"), and LOS RIOS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("**Assignee**").

RECITALS

The parties enter into this Intangible Property Assignment on the basis of the following facts, understandings, and intentions:

A. Assignor, as the owner of the land and improvements ("**Improvements**") located in the City of Rancho Cordova, County of Sacramento, State of California, commonly known as 10235 Folsom Boulevard, 10259 Folsom Boulevard, and 2764 El Caprice Drive, Rancho Cordova, California, California, with Assessor's parcel numbers76-0213-003, 76-0213-004, 76-0213-005, 076-0213-011, and 076-0213-012 (the "**Property**"), is party to, holder of, or owner of those certain contracts, agreements, guarantees, warranties, licenses, permits, consents, approvals, and other documents of every kind and nature relating to, utilized in connection with, necessary to, or appropriate for the operation of the Property, including without limitation all of the following: (1) all contracts or agreements for the service, maintenance, and operation of the Property, including without limitation supply contracts, utility service agreements, trash disposal contracts, maintenance and repair contracts, janitorial service contracts, landscaping maintenance agreements, and license and concession agreements and every other contract described on attached **Schedule 1** (collectively, the "**Service Contracts**"); (2) all licenses, franchises, registrations, certificates, approvals, and permits, issued by governmental authorities or quasi-governmental authorities and required for the occupancy, maintenance, or operation of the Property or any part of the Property, including building pads, certificates of occupancy, and business licenses, including those described on attached **Schedule 2** (collectively, the "**Permits**") (the Service Contracts and Permits shall collectively be referred to as the "**Contracts**"); (3) all plans, drawings, engineering studies related to the Improvements (collectively, the "**Plans**").

B. Assignor is contributing to Assignee and Assignee is acquiring from Assignor any and all of Assignor's right, title, and interest in and to the Property. With the execution of this Assignment, Assignor is assigning to Assignee all Assignor's right, title, and interest in the Contracts and Plans (collectively, the "**Intangible Property**"). In connection with the acquisition and contribution of Assignor's interest in the Property, Assignor desires to assign to Assignee and Assignee desires to accept the assignment of all of Assignor's right, title, and interest in and to the Intangible Property, and Assignee desires to assume all of Assignor's obligations, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained in them, the parties agree as follows:

1. Assignment. Effective as of the date Assignee acquires title to the Property (the "**Effective Date**"), Assignor assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Intangible Property.

2. Acceptance. Assignee accepts the foregoing assignment and assumes all obligations under the Service Contracts to the extent these obligations relate to the period on or after the Effective Date.

3. Indemnity. Assignor shall indemnify, protect, and defend Assignee against and hold Assignee harmless from any and all losses, costs, damages, liabilities and expenses, including attorney fees, incurred by Assignee as a result of any claim of any third party arising with respect to an event or alleged default, action, omission, or negligence of Assignor or its employees, agents, guests, or invitees, occurring on or before the Effective Date in connection with any of the Intangible Property. Assignee shall indemnify, protect, and defend Assignor against and hold Assignor harmless from any and all losses, costs, damages, liabilities, and expenses, including attorney fees, incurred by Assignor as a result of any claim of any third party arising with respect to an event or alleged default, action, omission, or negligence of Assignee or its employees, agents, guests, or invitees, occurring after the Effective Date in connection with any of the Intangible Property.

4. Severability. If any term of this Intangible Property Assignment or its application to a person or circumstance shall to any extent be declared invalid or unenforceable, the remainder of this Intangible Property Assignment or the application of the term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected, and each term of this Intangible Property Assignment shall remain valid and enforceable to the fullest extent permitted by law.

5. Partnership. None of the terms and conditions of this Intangible Property Assignment shall create a partnership between the parties and their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Intangible Property Assignment is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party to it, including other parties to the Contracts.

6. Attorney Fees. If a dispute arises concerning the performance of obligations under this Intangible Property Assignment or the meaning or interpretation of any provision of it, the party not prevailing in the dispute shall pay any and all costs and expenses incurred by the other party in establishing its rights under this Intangible Property Assignment, including costs and reasonable attorney and expert witness fees.

7. Successors and Assigns. This Intangible Property Assignment shall be binding on and inure to the benefit of the parties and their successors and assigns.

8. Governing Law. This Intangible Property Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. Joint and Several. The respective representations, warranties, covenants, and obligations of Assignor and Assignee shall be joint and several as to each party comprising Assignor.

10. Exhibits. **Schedules 1** and **2** attached to this Intangible Property Assignment are incorporated in this document by this reference.

11. Counterparts. This Intangible Property Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The signature page of this Intangible Property Assignment may be detached from and added to any counterpart of this Intangible Property Assignment identical in form.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Intangible Property Assignment as of the date specified above.

ASSIGNOR:

Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova, a public body corporate and politic

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

ASSIGNEE:

LOS RIOS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

SCHEDULE 1

List of Service Contracts

EXHIBIT E

Form of Lease Assignment

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("**Assignment**) is executed as of _______________, 2013 by and between Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic ("**Assignor**"), and LOS RIOS COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("**Assignee**").

RECITALS

A. Assignor, as the owner of the land and improvements located in the City of Rancho Cordova, County of Sacramento, State of California, commonly known as 10235 Folsom Boulevard, 10259 Folsom Boulevard, and 2764 El Caprice Drive, Rancho Cordova, California, California, with Assessor's parcel numbers76-0213-003, 76-0213-004, 76-0213-005, 076-0213-011, and 076-0213-012 (the "**Property**"), is the landlord under the lease (the "**Lease**") described in attached **Schedule 1** that covers portions of the Property.

B. Assignor is selling to Assignee and Assignee is purchasing from Assignor all of Assignor's right, title, and interest in and to the Property. In connection therewith, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's right, title, and interest in and to the Lease, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained in them, the parties agree as follows:

1. Assignment. Effective as of the date Assignee acquires title to the Property from Assignor (the "**Effective** Date"), Assignor assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease together with all of the rents, income, receipts, revenues, issues, profits, security deposits, prepaid rents, and all other benefits arising or issuing from or out of the Lease, and together with any and all rights that Assignor may have against the tenants under the Lease, or any of them.

[We will want to include here a provision regarding the City's obligations as to the holdover tenant and conform other provisions below.]

2. Assumption. Effective as of the Effective Date, Assignee assumes all of Assignor's obligations under the Lease subsequent to the Effective Date and shall indemnify and defend Assignor against and hold Assignor from any and all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorney fees, incurred by Assignor as a result of any claim arising under any of the Lease and based on events occurring subsequent to the Effective Date.

3. Indemnity. Assignor shall indemnify and defend Assignee against and hold Assignee harmless from any and all losses, costs, damages, liabilities, and expenses, including,

without limitation, reasonable attorney fees, incurred by Assignee as a result of any claim arising under any of the Lease and based on events occurring on or before the Effective Date.

4. Warranties of Assignor. Assignor warrants, represents, and covenants to Assignee, to the best of Assignor's knowledge, as to the Lease, as follows:

a. There are and will be no oral or written agreements with respect to the Lease allowing the tenant any reduction, abatement, concession, allowance, or subsidy of rent under the Lease or allowing the payment of any portion of the rent in any form other than in cash except as may be fully noted on the rent roll delivered to Assignee;

b. No rentals or other payments for periods in excess of one month have been received under the Lease except as reflected on the rent roll;

c. Assignor is not in violation of the Lease;

d. There is no prohibition set forth in the Lease with respect to Assignor's assignment of such Lease;

e. All painting, repairs, alterations, and other work to be performed by the landlord under the Lease have been fully performed by the Landlord under the Lease and have been fully paid or will be fully performed and paid on or before the Effective Date; and

f. No brokerage or leasing commission or other compensation will be due and payable to any person, firm, corporation, or other entity with respect to or on account of the Lease (Assignor shall fully pay any such commissions or compensation as they come due, and Assignor and each partner of Assignor shall indemnify, defend, and hold Assignee harmless from any and all such commissions or compensation).

5. No Partnership. None of the terms and conditions of this Assignment shall create a partnership between or among the parties to this Assignment and their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Assignment is not intended, nor shall it be construed, to create any third-party beneficiary rights in any person who is not a party to this Assignment, including without limitation any tenant under a Lease.

6. Severability. If any term of this Assignment or the application of such term to a person or circumstance shall to any extent be declared invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected by it, and each term of this Assignment shall remain valid and enforceable to the fullest extent permitted by law.

7. Heirs. This Assignment shall be binding on and inure to the benefit of the parties and their respective heirs, legal and personal representatives, successors, and assigns.

8. Attorney Fees. If a dispute arises concerning the performance of the obligations under this Assignment or the meaning or interpretation of any provision of this Assignment, the party not prevailing in the dispute shall pay any and all costs and expenses incurred by the other

party in establishing its rights under this assignment, including, without limitation, court costs and reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

ASSIGNOR:

Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova, a public body, corporate and politic

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

ASSIGNEE:

LOS RIOS COMMUNITY COLLEGE DISTRICT**,** a political subdivision of the State of California

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

Dated: _________________, 2013

By:_______________________________________
Name:_____________________________________
Title:______________________________________

SCHEDULE 1

Description of Lease

1981698.3