

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS FOR
_____ CENTER**

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PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement"), dated as of _____, 201__ ("Effective Date"), is made and entered into by and among _____, a _____ ("Seller"), and _____, LLC, a _____ limited liability company, or its assignee pursuant to Paragraph 20(b) below ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, all of Seller's right, title and interest in and to the following (the items referred to in Paragraphs 1(a), (b), (c), (d) and (e) below, are collectively referred to as the "Property"):

(a) that certain real property commonly known as _____ Center located at _____, _____ County, California, and being more particularly described on Schedule 1 to the "Deed" (as hereinafter defined) (the "Land");

(b) all rights, privileges and easements appurtenant to the Land (collectively, the "Appurtenances");

(c) all improvements, structures and fixtures located on the Land (collectively, the "Improvements," and together with the Land and Appurtenances the "Real Property");

(d) all tangible personal property now or on the "Closing" (as hereinafter defined) located on or in, or used in the ownership, use, operation and/or development of, the Real Property (collectively, the "Tangible Personal Property"), provided that the Tangible Personal Property shall not include any tangible personal property of any existing tenants of the Real Property (collectively, the "Tenants"); and

(e) all intangible personal property now or hereafter owned or held by Seller and used in the planning, development, construction, ownership, operation, use, management, maintenance, repair, operation and/or enjoyment of the Real Property and Tangible Personal Property, including, without limitation any "Permits" (as hereinafter defined) and "Warranties" (as hereinafter defined), any and all development rights and entitlements, use of the trade name "_____" and any website, domain name and telephone number used by Seller in connection with the Real Property, Seller's interest as landlord in and to any and all leases, rental agreements, licenses and/or occupancy agreements (collectively, the "Leases") for the Real Property, and Seller's interest in all security deposits and prepaid rent with respect to the period from and after the Closing, if any, under the Leases, and, to the extent approved by Buyer pursuant to this Agreement, any other leases, contracts and/or other agreements or rights relating to the ownership, use and operation of the Real Property or Tangible Personal Property (individually and collectively, the "Intangible Property," and together with the Tangible Personal Property, the "Personal Property").

2. Purchase Price.

(a) The purchase price for the Property is _____ and 00/100 Dollars (\$_____) which includes the Existing Loan Amount (as hereinafter defined) assumed by Buyer as more fully set forth in Paragraph 2(b)(ii) below (the "Purchase Price").

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) business days following the full execution and delivery of this Agreement by Buyer and Seller, the Parties shall open an escrow (the "Escrow") with _____ ("Escrow Holder"), at _____, Attention _____, and Buyer shall deposit into Escrow in immediately available funds the sum of _____ and 00/100 Dollars (\$_____.00) (the "Deposit"). The Deposit shall be held by Escrow Holder in an interest-bearing account. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit plus interest accrued thereon shall be credited against the Purchase Price. Upon the expiration of the Due Diligence Period, if this Agreement is not earlier terminated, the Deposit shall be non-refundable to Buyer unless this Agreement is terminated as a result of a default by Seller under this Agreement, or terminated by Buyer pursuant to the terms and conditions of this Agreement (in the event of such termination, the Deposit shall be returned by Escrow Holder to Buyer).

(ii) In the event that the Closing (as hereinafter defined) shall occur, Buyer shall assume the "Existing Loan" (as hereinafter defined) in accordance with the "Assumption Documents" (as hereinafter defined) on terms acceptable to Buyer in its sole discretion, subject to prior written approval of the "Existing Lender" (as hereinafter defined) on or before the date that is sixty (60) days after the expiration of the Due Diligence Period, subject to extension as provided for below (the "Financing Assumption Period").

(iii) The balance of the Purchase Price shall be delivered by Buyer into Escrow in immediately available funds prior to the "Closing" (as hereinafter defined). For purposes of calculating the balance of the Purchase Price payable by Buyer hereunder: (a) Buyer shall be credited with (1) the Deposit, (2) prorations in Buyer's favor, (3) credits described in this Agreement, if any, and (4) the Existing Loan Amount (as hereinafter defined); and (b) Buyer shall be debited for (1) all costs required to be paid by Buyer pursuant to Paragraph 8(g)(x) below, and (2) prorations required to be paid by Buyer. For purposes of this Agreement, the term "Closing" shall mean the time when the Escrow Holder shall have caused the recordation of the "Deed" (as hereinafter defined) as set forth in Paragraph 8(f) below.

3. Title to the Property.

(a) Upon the Closing, Seller shall convey to Buyer fee simple title to the Real Property by a duly executed and acknowledged Grant Deed substantially in the form attached hereto as Exhibit A (the "Deed"). Evidence of such conveyance by Seller shall be the issuance by _____ (the "Title Company") to Buyer of an ALTA extended coverage owner's title insurance policy; provided that Buyer shall cause Seller's existing ALTA/ACSM Land Title Survey ("Survey") of the Real Property to be updated and/or recertified in accordance with the Title Company's requirements and shall deliver a copy of such updated and/or recertified Survey to the Title Company during the Due Diligence Period, and Seller pays any other costs to obtain such ALTA extended coverage owner's title insurance policy, insuring that title to the Real Property is vested in Buyer as the fee simple owner of the Real Property in the full amount of the Purchase Price and subject to only

the “Permitted Exceptions” (as hereinafter defined) (“Title Policy”). The Title Policy shall contain such endorsements as Buyer may reasonably require, all such endorsement to be at Buyer’s sole cost (the “Endorsements”). In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, or other monetary encumbrances or indebtedness encumbering the Real Property (except for current, non-delinquent real property taxes and assessments, and the lien related to the Existing Loan), none of which shall be considered Permitted Exceptions for any purpose under this Agreement.

Within ten (10) business days following the opening of Escrow, Seller shall (i) cause the Title Company to deliver to Buyer a current preliminary title report with respect to the Real Property together with copies of any exceptions referenced in such report (collectively, the “Preliminary Report”), and (ii) deliver to Buyer UCC-3 search results covering Seller, its general partners and other appropriate parties as directed by Buyer. During the period between receipt of the Preliminary Report and the expiration of the Due Diligence Period (the “Title Due Diligence Period”), Buyer shall review and approve or object to the condition of title to the Real Property as set forth on the Preliminary Report. In the event that Buyer objects to Seller’s title for any reason or to any other item disclosed by such Preliminary Report, in Buyer’s sole discretion, Buyer shall during the Title Due Diligence Period, deliver written notice (“Buyer’s Title Notice”) to Seller of any objections to any such item or to the condition of Seller’s title. Buyer’s Title Notice shall also specify the matters in the Preliminary Report that Buyer approves. Seller will, within five (5) business days following receipt of the Buyer’s Title Notice, deliver written notice (“Seller’s Title Notice”) to Buyer informing Buyer whether or not Seller desires an opportunity to eliminate or cure any such matter to which an objection has been raised. If Seller does not deliver Seller’s Title Notice, Seller will be deemed not to desire an opportunity to correct such matters. In the event Seller advises or is deemed to have advised Buyer that Seller does not desire an opportunity to correct the matter to which Buyer has objected, Buyer may, within five (5) business days following receipt of Seller’s Title Notice, elect to: (i) accept title subject to the matters to which Buyer has objected; or (ii) terminate this Agreement in which event the Escrow Holder shall refund the Deposit to Buyer, and the Parties shall have no further obligations to each other under this Agreement. In the event that Seller advises Buyer that Seller will eliminate or cure any matter to which an objection is made, Seller shall use reasonable efforts to eliminate or cure such matter at or prior to Closing; provided, however, that if Seller fails to eliminate or cure any such matter that it has agreed to eliminate or cure, despite its reasonable efforts to do so, on or prior to the Closing, Buyer shall have the right to either (i) terminate this Agreement, in which event the Deposit shall be refunded to Buyer and the Parties shall have no further obligations to each other under this Agreement, or (ii) waive such failure by Seller in writing, and accept title to the Property subject to the matters to which Buyer has objected and Seller was unable to eliminate or cure prior to Closing.

Whether or not Buyer shall have furnished to Seller any notice of title objections pursuant to the foregoing provisions of this Agreement, Buyer may, at or prior to: (i) the date which is ten (10) days after the expiration of the Due Diligence Period, notify Seller in writing of any objections to title identified in the Survey or updated Survey, or (ii) the date which is five (5) business days after receipt of any supplemental title report from the Title Company identifying any newly disclosed materially adverse exceptions to fee title to the Real Property. With respect to any objections to title set forth in such notice, Seller shall have the same option to cure and Buyer shall have the same option to accept title subject to such matters or to terminate this Agreement as those that apply to any notice of objections made by Buyer in Buyer’s Title Notice, and in the event of such termination, the Escrow Holder shall refund the Deposit to Buyer subject to Paragraph 4 (c) below, and the Parties shall have no further obligations to each other under this Agreement. If Seller elects to attempt to cure any such matters, the date for Closing shall be automatically extended by a reasonable additional time to effect such a cure, but in no event shall the extension exceed fifteen (15) days after the date for Closing set forth in this Agreement. All matters set forth in the Preliminary Report or any supplemental title report that are

approved in Buyer's Title Notice, any subsequent Buyer's notice, or otherwise waived or accepted in writing by Buyer pursuant to this Paragraph 3(a) shall be deemed to be "Permitted Exceptions".

(b) At the Closing, Seller shall transfer title to the Tangible Personal Property as-is, where is, and with all faults, if any, by a bill of sale substantially in the form attached hereto as Exhibit B (the "Bill of Sale").

(c) At the Closing, Seller shall transfer title to the Intangible Property, the "Assigned Contracts", the "Warranties" and the "Permits" (as such terms are hereinafter defined) by an assignment of intangible property in the form attached hereto as Exhibit C (the "Assignment of Intangible Property") and an assignment of the Leases in the form attached hereto as Exhibit D (the "Assignment of Leases").

4. Due Diligence.

(a) At all times while this Agreement is in effect, Seller shall afford authorized representatives of Buyer access to the Property upon twenty-four (24) hours prior written notice to Seller for purposes of satisfying Buyer with respect to the condition of the Property and with respect to satisfaction of any "Conditions Precedent" (as hereinafter defined), including, without limitation, such site inspections and engineering and environmental surveys as are commercially reasonable and appropriate considering the nature and intended use of the Property, to be conducted at Buyer's cost and expense; provided that (i) each such entry shall be performed during regular business hours, (ii) any invasive studies, such as environmental testing, shall require Seller's prior written consent, which consent shall not be unreasonably withheld or delayed, but which shall be subject to a mutually-agreeable scope of work, and (iii) Buyer and/or its consultants shall carry, or cause to be carried, liability insurance covering the Property during each and every such entry in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for personal injury and property damage. Seller may elect to have a representative of Seller present during Buyer's site inspections. Seller may elect to control the performance of any tests or studies which could impact the rights of any Tenants, access to, or operation of, the Property; subject to a mutually-agreeable scope of work. Buyer shall use care and consideration in connection with any of its inspections or tests and shall restore the Property to substantially the same condition the Property was in immediately prior to such inspection or test, after any and all tests and/or inspections are complete. Buyer shall indemnify, defend (with counsel chosen by Seller in its reasonable discretion) and hold harmless Seller and its employees, agents, partners, lenders, and members from and against any physical damage to the Property, any damage to persons or property that results from Buyer's investigations, and all costs, losses, liabilities, damages, lawsuits, judgments, actions, proceedings, penalties, demands, attorneys' fees, mechanic's liens, or expenses of any kind or nature whatsoever, arising out of or resulting from (i) any entry or activities upon the Property by Buyer or by Buyer's employees, agents, contractors and/or subcontractors, or (ii) the exercise of any of Buyer's rights under Paragraph 4 of this Agreement. In addition, Buyer agrees to protect, the Property against any and all mechanic's liens, or any other lien or encumbrance of any kind or nature whatsoever, arising out of or resulting from (i) any entry or activities upon the Property by Buyer or by Buyer's employees, agents, contractors and/or subcontractors or (ii) the exercise of any of Buyer's rights under Paragraph 4 of this Agreement. Buyer's indemnification obligations under this Paragraph 4(a) shall not include any of the foregoing (A) to claims arising out of Seller's negligent acts or omissions or willful misconduct, or (B) claims arising out of the mere discovery of an existing condition with respect to the Property. The foregoing obligations of Buyer shall survive the Closing or termination of this Agreement.

(b) As used herein, the term "Due Diligence Period" shall refer to a period of time commencing on the opening of the Escrow, and expiring at 5:00 p.m., Pacific Time, on the date that is thirty (30) days thereafter. Within three (3) business days following the opening of the Escrow, the Parties shall execute an acknowledgement prepared by Escrow Holder identifying the expiration date of the Due

Diligence Period. Buyer may elect, by written notice ("Buyer's Notice Not to Proceed") to Seller at any time prior to the expiration of the Due Diligence Period to terminate this Agreement, which election shall be in Buyer's sole and absolute discretion for any reason or for no reason. If Buyer desires to proceed with the purchase of the Property subject to the conditions set forth in this Agreement, then on or before the expiration of the Due Diligence Period, Buyer shall deliver written notice to Seller of such election to proceed (the "Buyer's Notice to Proceed"), electing to waive Buyer's right of termination pursuant to this Paragraph 4(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver Buyer's Notice Not to Proceed or Buyer's Notice to Proceed to Seller prior to the expiration of the Due Diligence Period, then Buyer shall be deemed to have elected to terminate this Agreement. In the event of the termination (or deemed termination) of this Agreement pursuant to this Paragraph 4(b), the Deposit plus all interest accrued thereon shall be returned to Buyer and neither Party shall have any further obligations to the other under this Agreement (except under provisions of this Agreement which specifically state that they survive termination).

(c) Effective upon and in the event of a termination of this Agreement for any reason, Buyer shall return to Seller all due diligence materials previously provided by Seller.

(d) Within five (5) business days following the expiration of the Due Diligence Period and during the balance of the Financing Assumption Period, Buyer shall make all monetary deposits reasonably required by the "Existing Lender" (hereinafter defined) to start the loan assumption process and shall use commercially reasonable efforts to provide sufficient information to the Existing Lender to expeditiously obtain, with Seller's cooperation and with Seller's compliance with the Existing Loan Documents (as hereinafter defined), the written consent of _____ (the "Existing Lender") to assume the indebtedness, including principal, accrued and unpaid interest and other amounts owing under the Existing Loan Documents (the "Existing Loan Amount") evidenced by that certain Promissory Note dated _____ (the "Existing Note") in the original principal amount of _____ and 00/100 Dollars (\$_____.00) secured by the Property (the "Existing Loan"), pursuant to Existing Lender's loan assumption documents in form and content acceptable to Buyer, in Buyer's sole discretion (the "Assumption Documents"); provided that Buyer shall pay the application/processing fee required by the Existing Lender and any other costs and fees (except for Seller's legal expenses and any assumption or transfer fee in excess of one percent (1%) of the then unpaid principal balance of the Existing Loan) related to such application for assumption arising out of the transfer of the Existing Loan to Buyer (or related single-purpose entity), in accordance with the Existing Loan Documents. The "Existing Loan Documents" means the Existing Note, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, and all other documents and instruments executed by Seller, the Existing Lender and any third party in relation to Existing Loan.

5. Seller's Deliveries. Within three (3) business days following the opening of Escrow, to the extent the same are in Seller's possession or under Seller's control, Seller shall deliver or cause to be delivered to Buyer, or make available to Buyer at Seller's offices during normal business hours, copies of all of the following at Seller's sole cost and expense:

- (a) the most recent property tax and assessments bills for the Property;
- (b) an inventory of all Tangible Personal Property, if any, used at or in connection with the Property;
- (c) any existing Leases (including, without limitation, any and all amendments, modifications and supplements thereto and/or assignments thereof),

(d) a current rent roll ("Rent Roll") in Seller's current form with respect to the Property;

(e) all service contracts, equipment leases, and other agreements or contracts in any way related to the Property which may continue after Closing (collectively, the "Service Contracts"); the Parties hereby agreeing that Buyer shall designate which of such Service Contracts Buyer elects to receive an assignment of upon the Closing prior to the Closing Date (such Service Contracts designated by Buyer for assignment are collectively referred to herein as the "Assigned Contracts");

(f) operating statements for the Property for the last thirty six (36) months of operation of the Property;

(g) a reconciliation statement ("Prior Year Reconciliation Statement") and additional supporting documentation as Buyer may reasonably request that reconciles the actual amount of "Additional Rent Pass-Through Expenses"(as hereinafter defined) against the estimated amount of Additional Rent Pass-Through Expenses actually billed by Seller to Tenants for the calendar year immediately prior to the year in which the Closing is scheduled to occur.

(h) to the extent in Seller's actual possession, an accounts receivable report for the Property;

(i) Tenant sales reports for the last thirty six (36) months of operation of the Property;

(j) any insurance claims history for the Property made during the time Seller has owned the Property, and current insurance bill,

(k) the operating budget for the Property for the current year and next year,

(l) any environmental, engineering, soils, landscape or physical condition reports and/or studies with respect to the Property;

(m) the Survey and any floor plans, as-built drawings, structural calculations and/or other plans and/or specifications for the Property,

(n) a copy of the Existing Loan Documents (as hereinbefore defined) and, to the extent in Seller's files pertaining to the Property and/or the Existing Loan, copies of correspondence with the Existing Lender,

(o) utility bills and maintenance records for the Property for the period of time Seller has owned the Property,

(p) any and all presently effective warranties, guaranties and/or indemnities in connection with any of the Tangible Personal Property and/or the Improvements (collectively, the "Warranties"),

(q) all governmental permits and approvals (including, without limitation, any certificates of occupancy) relating to the construction, operation, use and/or occupancy of the Property (collectively, the "Permits"), and

(r) the following information concerning the Leases: the last rent payment date, security deposit amounts, and information respecting any rent concessions, brokerage commissions, tenant improvement work or allowances owing in connection with the Leases.

In addition, within three (3) days following Seller's receipt of Buyer's written request therefor, Seller shall deliver to Buyer such other information relating to the Property that is reasonably requested by Buyer in written notice to Seller to the extent such information is in the actual possession of Seller. Except as otherwise set forth in Paragraph 9 below, the above documents are furnished to Buyer with no express or implied warranty or representation of any kind by Seller as to their accuracy or completeness. Buyer shall make an independent verification of the accuracy and completeness of the documents. If this Agreement is terminated for any reason, Buyer shall return to Seller all copies of the foregoing documents in accordance with Paragraph 4(c) above.

6. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property, and Seller's obligation to sell the Property (the "Conditions Precedent"). The Conditions Precedent set forth in Paragraphs 6(a)-(j) are intended for the benefit of Buyer and may be waived only by Buyer. In the event of the failure of the satisfaction of any of the Conditions Precedent set forth in Paragraphs 6(a)-(j), Buyer shall have the right, but not the obligation, to terminate this Agreement. In the event of any such termination, the Deposit together with all interest accrued on the Deposit while in Escrow, shall be returned to Buyer and neither Party shall have any further liability or obligation under this Agreement; provided, however, in the event Buyer terminates this Agreement under Paragraph 6(d), in addition to the return of the Deposit, Seller shall reimburse Buyer for Buyer's third-party out of pocket costs, including, without limitation, all due diligence costs and legal fees, within ten (10) days of receipt of written request from Buyer stating those costs. The Conditions Precedent set forth in Paragraphs 6(k)-(m) are intended for the benefit of Seller and may be waived only by Seller. In the event of the failure of the satisfaction of the Conditions Precedent set forth in Paragraphs 6(k)-(m), Seller shall have the right, but not the obligation, to terminate this Agreement. In the event of any such termination, the Deposit together with all interest accrued on the Deposit while in Escrow, shall be released to Seller (provided that, in the event of a termination under Paragraph 6(m), the Deposit shall be returned to Buyer and neither party shall have any further liability or obligation under this Agreement.

(a) All of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made, and shall remain true and correct as of the Closing Date.

(b) Seller shall have fully complied with all of Seller's covenants, agreements, duties and obligations contained in this Agreement.

(c) Buyer shall have received the unconditional commitment of Title Company to issue the Title Policy upon the Closing, subject only to the Permitted Exceptions.

(d) At least ten (10) days prior to the Closing Date, Seller shall have provided Buyer with an executed tenant estoppel certificate (collectively, the "Tenant Estoppel Certificates") dated not more than forty-five (45) days prior to the Closing Date, in such form as is required by the applicable Lease or, if no form is required or prescribed in such Lease, in substantially the form attached hereto as Exhibit F, without material adverse modifications by Tenants, from (i) _____ (the "Anchor Tenant"), and (ii) Tenants whose Leases cover, in the aggregate, at least eighty percent (80%) of the remaining gross leasable area of the Improvements occupied as of the Closing Date, excluding the Anchor Tenant (collectively, the "Other Tenants"). In the event that a Tenant Estoppel Certificate is unacceptable to Buyer, in Buyer's reasonable discretion, then Buyer may terminate this Agreement by providing written notice of such election to Seller and the Escrow Holder prior to the Closing Date.

Seller shall execute and deliver to Buyer a seller estoppel certificate (collectively, the “Seller Estoppel Certificates”) in substantially the form of Exhibit F (with appropriate modifications) for each Tenant from whom a Tenant Estoppel Certificate is not received; provided that Buyer shall have no obligation to accept (i) a Seller Estoppel Certificate for an Anchor Tenant, or (ii) Seller Estoppel Certificates that collectively cover in excess of fifteen percent (15%) of the gross leasable area of the Improvements that is occupied by the Other Tenants.

No sooner than fifteen (15) days after the execution of this Agreement, Seller shall prepare the Tenant Estoppel Certificates for all of the Leases and furnish copies of the completed Tenant Estoppel Certificates to Buyer for Buyer’s review and approval before Seller delivers the Tenant Estoppel Certificates to the Tenants of the Leases. Seller and Buyer shall use good faith efforts to agree on the contents of each Tenant Estoppel Certificate in order to confirm the terms of each of the Leases within five (5) business days after Seller’s delivery of the completed Tenant Estoppel Certificates to Buyer. As soon as Seller and Buyer have approved the Tenant Estoppel Certificates, Seller shall commence good faith, commercially reasonable efforts to obtain signed Tenant Estoppel Certificates from the Tenants.

(e) At least ten (10) days prior to the Closing Date, Seller shall have provided Buyer with estoppel certificates (“CC&R Estoppel Certificates”) dated not more than forty-five (45) days prior to the Closing Date, from the required party or parties under any condition, covenants and restrictions relating to the operation of the Property (individually, a “CC&R”, and collectively, the “CC&Rs”) in a form reasonably satisfactory to Buyer that provides, among other matters: (i) whether such party knows of any default under the applicable CC&R, and if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge the applicable CC&R has been assigned, modified or amended in any way, or if it has, then stating the nature thereof; (iii) that to the party’s knowledge the applicable CC&R as of that date is in full force and effect; and (iv) that there are no assessments due under the CC&R with respect to the Property that could become a lien against the Property. At least five (5) business days prior to the expiration of the Due Diligence Period, Seller shall prepare the CC&R Estoppel Certificates for all of the Leases and furnish copies of the completed CC&R Estoppel Certificates to Buyer for Buyer’s review and approval before Seller delivers the CC&R Estoppel Certificates to the required parties under the CC&Rs. Seller and Buyer shall use good faith efforts to agree on the contents of each CC&R Estoppel Certificate in order to confirm the terms of each of the CC&Rs within five (5) business days after Seller’s delivery of the completed CC&R Estoppel Certificates to Buyer. As soon as Seller and Buyer have approved the CC&R Estoppel Certificates, Seller shall commence good faith, commercially reasonable efforts to obtain signed CC&R Estoppel Certificates from the required parties.

(f) This Agreement shall not have been terminated by Buyer as a result of any damage, destruction or condemnation of the Property as described in Paragraph 14 below.

(g) Seller shall have provided Buyer with an updated Rent Roll in Seller’s current form (“Updated Rent Roll”), dated no more than five (5) days prior to the Closing.

(h) Seller shall have provided Buyer with the Current Year Reconciliation Statement as described in Paragraph 8(g)(iii) below.

(i) Between the expiration of the Due Diligence Period and the Closing, there shall have been no material adverse change, in the condition of the Property (normal wear and tear excepted). Buyer shall be entitled to a walk-through inspection of the Property within twenty-four (24) hours prior to Closing.

(j) During the Financing Assumption Period, Buyer shall have obtained the written consent of the Existing Lender to permit Buyer's assumption of the Existing Loan Amount under the Existing Loan Documents pursuant to the Assumption Documents, and Buyer shall have delivered to Seller a copy of such written consent of the Existing Lender. If, despite Buyer's diligent, good faith efforts (including, without limitation, payment of all monetary deposits reasonably required by the Existing Lender to proceed with the loan assumption process), Buyer has not obtained the Existing Lender's written consent to permit Buyer to assume the Existing Loan Amount and delivered to Seller a copy of such written consent prior to the expiration of the Financing Assumption Period, then Buyer shall have two (2) successive options to extend the Financing Assumption Period by thirty (30) days each by providing written notice to Seller prior to the expiration of the then current Financing Assumption Period of Buyer's election to extend the Financing Assumption Period. If Buyer's assumption of the Existing Loan is not so approved by the expiration of the Financing Assumption Period (or the then extended Financing Assumption Period), then Buyer shall have the right to terminate this Agreement, in which event the Deposit shall be refunded to Buyer, and the Parties shall have no further obligations to each other under this Agreement.

(k) All of Buyer's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made, and shall remain true and correct as of the Closing Date.

(l) Buyer shall have fully complied with all of Buyer's covenants, agreements, duties and obligations contained in this Agreement.

(m) Buyer shall have obtained the written consent of the Existing Lender to assume the Existing Loan pursuant to the Assumption Documents; Seller shall be released by Existing Lender from any liability under the Existing Loan after the Closing (but only to the extent Seller is entitled to such release under the Existing Loan Documents).

7. LIQUIDATED DAMAGES FOR DEFAULT. IN THE EVENT THE SALE OF THE PROPERTY IS NOT CONSUMMATED AS A RESULT OF A DEFAULT BY BUYER UNDER THIS AGREEMENT, THE DEPOSIT, TOGETHER WITH ALL INTEREST ACCRUED THEREON WHILE HELD IN ESCROW, SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES, BUYER SHALL BE SOLELY RESPONSIBLE FOR ANY ESCROW AND/OR TITLE CANCELLATION FEE AND/OR CHARGE, AND NEITHER PARTY SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION UNDER THIS AGREEMENT. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER UNDER THIS AGREEMENT, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER; PROVIDED THAT NOTHING CONTAINED HEREIN SHALL (i) PREVENT OR PRECLUDE ANY RECOVERY OF ATTORNEYS' FEES OR OTHER COSTS INCURRED BY SELLER UNDER PARAGRAPH 20(d) OF THIS AGREEMENT, OR (ii) IMPAIR OR LIMIT THE EFFECTIVENESS OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATIONS OF BUYER CONTAINED IN THIS AGREEMENT. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS PARAGRAPH 7 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

INITIALS: Seller _____ Buyer _____

8. Closing and Escrow.

(a) Within three (3) business days following mutual execution and delivery of this Agreement, Seller shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase and sale of the Property contemplated hereby. Seller and Buyer agree to execute such supplemental escrow instructions as are reasonably acceptable to Seller and Buyer as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided that in the event of any conflict between the provisions of this Agreement and any such supplementary escrow instructions, the terms of this Agreement shall control.

(b) Provided that all Conditions Precedent have been satisfied or waived by Buyer and Seller, the Closing shall occur on the fifteenth (15th) day following the later of (i) the date Buyer has obtained the written consent of the Existing Lender to assume the Existing Loan pursuant to the Assumption Documents or (ii) the expiration of the Due Diligence Period (the "Closing Date"). Notwithstanding the foregoing, the Parties may mutually agree to an earlier Closing Date following satisfaction or waiver by Buyer and Seller of the Conditions Precedent.

(c) At or before the Closing, Seller shall:

- (i) deliver to Escrow Holder a duly executed and acknowledged Deed;
- (ii) deliver to Escrow Holder a duly executed Bill of Sale;
- (iii) deliver to Escrow Holder two (2) duly executed and acknowledged counterpart originals of the Assignment of Leases;
- (iv) deliver to Escrow Holder two (2) duly executed counterpart originals of the Assignment of Intangible Property;
- (v) deliver to Buyer notices to the Tenants duly executed by Seller in a form reasonably approved by Buyer, notifying them of the sale of the Property and directing them to make all rental and other payments under their respective Leases that are due after the Closing Date to Buyer;
- (vi) deliver to Escrow Holder a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(e)(3) of the Internal Revenue Code of 1986 in the form attached as Exhibit E and a California State non-foreign status certification (collectively, the "Non-Foreign Status Affidavits");
- (vii) deliver to the Title Company such affidavits, indemnities, resolutions, authorizations, or other company documents or agreements relating to Seller, its members and/or the Property as shall be reasonably required by the Title Company to issue the Title Policy;
- (viii) deliver to Escrow Holder a full release and reconveyance (the "Release and Reconveyance") of all monetary encumbrances affecting the Property (other than the Existing Loan, and the current, non-delinquent real property taxes and assessments to be prorated at Closing as hereinafter provided);
- (ix) deliver to Escrow Holder a closing statement in form and content satisfactory to Buyer and Seller (the "Closing Statement") duly executed by Seller;

(x) deliver to Buyer all keys to the ? Property;

(xi) deliver to Buyer evidence of termination of any Service Contracts that are not Assigned Contracts (Seller hereby agreeing that upon the Closing, at no cost or expense to Buyer, Seller shall terminate any and all Service Contracts affecting the Property that are not Assigned Contracts);

(xii) deliver to Buyer the Tenant Estoppel Certificates (and any Seller Estoppel Certificates) as required by Paragraph 6(d), if not previously delivered to Buyer;

(xiii) deliver to Buyer the Updated Rent Roll; and

(xiv) deliver to Buyer the CC&R Estoppel Certificates provided by Paragraph 6(e) above, if not previously delivered to Buyer.

Within three (3) business days after the Closing, Seller shall: (a) deliver to Buyer originals of the Assigned Contracts, Permits and Warranties not previously delivered to Buyer, and (b) deliver to Buyer counterpart originals of the Leases and to the extent in Seller's actual possession, any Tenant files and correspondence related thereto, Existing Loan Documents, Assumption Documents, and other instruments evidencing Buyer's assumption of the Existing Loan duly executed by Seller and/or the Existing Lender, as appropriate, and acknowledged where required.

(d) At or before the Closing, Buyer shall:

(i) deliver to Escrow Holder two (2) duly executed and acknowledged counterpart originals of the Assignment of Leases;

(ii) deliver to Escrow Holder two (2) duly executed counterpart originals of the Assignment of Intangible Property;

(iii) deliver to Escrow Holder the Closing Statement duly executed by Buyer;

(iv) deliver to Escrow Holder the Purchase Price, less the sum of the Deposit plus accrued interest thereon; and

(v) deliver to Escrow Holder counterpart originals of the Assumption Documents and other instruments evidencing Buyer's assumption of the Existing Loan duly executed by Buyer and/or the Existing Lender, as appropriate, and acknowledged where required .

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder to close the Escrow and consummate the purchase and sale of the Property in accordance with the terms hereof.

(f) Upon the Closing, Escrow Holder shall: (i) submit the Deed to the County Recorder for the County of Los Angeles, California, for recordation in the Official Records of such county; (ii) deliver to Buyer the originally-executed Bill of Sale; (iii) collate the two (2) executed counterpart originals of the Assignment of Leases, the two (2) executed counterpart originals of the Assignment of Intangible Property, the counterpart originals of the Assumption Documents, and deliver one (1) counterpart original of each such document to each of Buyer and Seller; (iv) deliver to Buyer originals of the Non-Foreign Status Affidavits duly executed by Seller; (v) deliver to Title Company the

Release and Reconveyance and any other documents delivered in connection with the issuance of the Title Policy; and (vi) deliver to Seller the Purchase Price less applicable prorations in accordance with Paragraph 8(g) below, pursuant to the Closing Statement. In addition, the Parties acknowledge that Section 6045(e) of the United States Internal Revenue Code and the regulations promulgated thereunder (collectively, the “Reporting Requirements”) require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with the “Transaction” (as described in the Reporting Requirements). Seller and Buyer designate Escrow Holder as the “Reporting Person” (as defined in the Reporting Requirements) with respect to the Transaction. Escrow Holder shall perform all duties that are required by the Reporting Requirements to be performed by the Reporting Person for the Transaction. Seller and Buyer shall furnish to Escrow Holder, in a timely manner, any information requested by Escrow Holder and necessary for Escrow Holder to perform its duties as Reporting Person for the Transaction.

(g) The following matters shall be transacted and, as appropriate, prorated between Buyer and Seller, as set forth below through Escrow unless otherwise agreed by Buyer and Seller in writing, based on adjustments as of 12:01 a.m. on the Closing Date (for purposes of calculating prorations, Buyer shall be deemed to be entitled to the Property, and therefore entitled to income and responsible for the expenses, for the entire day upon which the Closing occurs):

(i) Rents. Tenant base monthly rents, excluding Additional Rent Pass-Through Expenses (as hereinafter defined) (“Rent” or “Rents”) due under the Leases for the calendar month in which the Closing occurs shall be prorated as of the Closing irrespective of whether such Rents have been collected by Seller. Seller will, at Closing deliver to Buyer any prepaid Rents under any Leases. As to any Tenants that are delinquent in the payment of Rents (“Delinquent Rents”) on the Closing, Buyer shall, following Closing, exercise reasonable efforts for a period of six (6) months to collect same (without being required to initiate legal proceedings or evict Tenants). Any Rent collected by Buyer after Closing from Tenants having Delinquent Rents as of the Closing Date shall be applied first to current Rent obligations, then to Delinquent Rents that relate to periods on or after the Closing, and then to Delinquent Rents that relate to periods prior to the Closing (which amounts shall be payable to Seller less Buyer’s reasonable collection costs, including reasonable attorneys’ fees, if any). As to any Tenants having Delinquent Rents as of the Closing Date, Seller shall be permitted, following the Closing, to exercise reasonable efforts to collect same, and Buyer shall cooperate with Seller’s collection efforts without initiating eviction proceedings or otherwise terminating the Tenants’ Leases or disturbing their possession. If Seller receives any payment of Rents after the Closing from Tenants having no Delinquent Rents, and all or a portion of such Rents is for the period on and after the Closing Date, Seller shall immediately pay such portion of Rents to Buyer. If Buyer receives any payment of Rents after the Closing from Tenants having no Delinquent Rents, and all or a portion of such Rents is for the period prior to the Closing, Buyer shall immediately pay such portion of Rents to Seller.

(ii) Additional Rent Pass-Through Expenses. Operating costs and common area expense pass-throughs, taxes and insurance, additional rentals and other retroactive rental escalations, sums or charges payable by Tenants under the Leases, excluding Rents (“Additional Rent Pass-Through Expenses”) shall be prorated as of the Closing irrespective of whether such Additional Rent Pass-Through Expenses have been collected by Seller. As to any Tenants that are delinquent in the payment of Additional Rent Pass-Through Expenses (“Delinquent Additional Rents”) on the Closing, Buyer shall, following the Closing, exercise reasonable efforts for a period of six (6) months to collect same (without being required to initiate legal proceedings or evict Tenants). Any Additional Rent Pass-Through Expenses collected by Buyer after Closing from Tenants having Delinquent Additional Rents as of the Closing Date shall be applied first to current Additional Rent Pass-Through obligations, then to Delinquent Additional Rents that relate to periods on and after the Closing, and then to Delinquent Additional Rents that relate to periods prior to the Closing (which amounts shall be payable to Seller less

Buyer's reasonable collection costs, including reasonable attorneys' fees, if any). As to any Tenants having Delinquent Additional Rents as of the Closing Date, Seller shall be permitted, following the Closing, to exercise reasonable efforts to collect same, and Buyer shall cooperate with Seller's collection efforts without initiating eviction proceedings or otherwise terminating the Tenants' Leases or disturbing their possession. If Seller receives any payment of Additional Rent Pass-Through Expenses after the Closing from Tenants having no Delinquent Additional Rents, and all or a portion of such Additional Rent Pass-Through Expenses is for the period on and after the Closing Date, Seller shall immediately pay such portion of Additional Rent Pass-Through Expenses to Buyer. If Buyer receives any payment of Additional Rent Pass-Through Expenses after the Closing from Tenants having no Delinquent Additional Rents, and all or a portion of such Additional Rent Pass-Through Expenses is for the period prior to the Closing, Buyer shall immediately pay such portion of Additional Rent Pass-Through Expenses to Seller.

(iii) Reconciliation of Additional Rent Pass-Through Expenses. At least five (5) business days prior to the Closing Date, Seller shall deliver to Buyer for review and approval a reconciliation statement ("Current Year Reconciliation Statement") and additional supporting documentation as Buyer may reasonably request that reconciles the actual amount of Additional Rent Pass-Through Expenses ("Actual Expenses") incurred by Seller for the current year through and ending on the date of such Current Year Reconciliation Statement ("Calculation Date") against the estimated amount of Additional Rent Pass-Through Expenses actually billed by Seller to Tenants for the current year through the Calculation Date ("Billed Amounts"). Such Current Year Reconciliation Statement shall be subject to the approval of Buyer, which shall not be unreasonably withheld or delayed. If the Billed Amounts exceed the Actual Expenses, then Buyer shall receive a credit at Closing for such excess Billed Amounts. If the Actual Expenses through the Calculation Date exceed the Billed Amounts, then Buyer shall use its commercially reasonable efforts to collect such shortfall from the applicable Tenant(s), and promptly pay Seller any such shortfall if and when actually collected by Buyer from Tenants after the Closing (using the same order of application of payments as applicable to Delinquent Additional Rent as referenced in Paragraph 8(g)(ii) above). Buyer shall cooperate with Seller (without being required to initiate legal proceedings or evict Tenants) to assert Seller's rights under the applicable Leases to collect any such shortfall payment.

(iv) Percentage Rent. Rent payable by Tenants that is calculated as a percentage of sales made by the Tenant from the Property (commonly known as "percentage rent"), if any, shall be apportioned between Seller and Buyer on the basis of the sales reporting and percentage rent payment period under each Tenant's Lease. The total amount of the percentage rent paid by each Tenant for such period during which the Closing occurs shall be prorated as of the date of Closing such that Seller receives a share of such total percentage rent equal to the portion of such period before the day of Closing and Buyer receives a share of such total percentage rent equal to the portion of such period on and after the day of Closing.

(v) Leasing Costs. Seller shall pay as of the Closing any and all out-of-pocket payments required under a Lease to be paid by the landlord thereunder to or for the benefit of the Tenant thereunder that is in the nature of a tenant inducement, including leasing commissions (with respect to both tenant and landlord brokers), tenant improvement costs, lease buyout costs, and moving, design and refurbishment allowances and/or other allowance payments in connection with any of the Leases (collectively, "Tenant Lease Costs"), that are or will become due and payable prior to the Closing. Buyer shall pay all Tenant Lease Costs that become due and payable from and after the Closing; provided, however, that with respect to any such Tenant Lease Costs that are incurred by Seller after the Effective Date and prior to the Closing but are not due until on or after the Closing, Buyer shall have approved such Tenant Lease Costs in writing pursuant to Paragraph 17 below. Delete this if sentence if you can spell SNDA.

(vi) Security Deposits. Buyer shall receive a credit against the Purchase Price for all outstanding security deposits paid by the Tenants under the Leases, which by the respective terms thereof, are refundable to the respective Tenant thereunder following the Closing, except to the extent that any such security deposits have been applied by Seller to the Rent owed by the Tenants in accordance with the terms of the applicable Leases.

(vii) Utility Charges. Seller shall use reasonable efforts to cause all the utility meters to be read on the Closing Date, and will be responsible for the cost of all utilities used prior to the Closing Date, except to the extent such utility charges are billed to and paid directly by the Tenants, or are reimbursed by the Tenants to Buyer as Additional Rent Pass-Through Expenses.

(viii) Taxes and Assessments. The Parties agree that Seller is responsible for real estate taxes and assessments relating to periods prior to the Closing and Buyer is responsible for real estate taxes and assessments relating to periods on and after the Closing. If real estate taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such real estate taxes and assessments that relates to the period before Closing, and Buyer, shall be responsible for that portion of such real estate taxes and assessments that relates to the period from and after the Closing. If real estate taxes and assessments for the current year have been paid before Closing, Buyer shall be charged at Closing an amount equal to that portion of such real estate taxes and assessments that relate to the period from Closing to the end of the current tax year, and Seller shall be responsible for the portion of real estate taxes and assessments that relates to the period prior to Closing. Any such apportionment or proration made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation next fixed. To the extent that the actual real estate taxes and assessments for the current year differ from the amount apportioned at Closing, the Parties shall make all necessary adjustments by appropriate payments between themselves following Closing. All delinquent taxes and assessments, if any, affecting the Property shall be paid at the Closing by Seller. Seller shall pay any and all sales taxes and transaction privilege taxes payable in connection with the sale of the Tangible Personal Property to Buyer.

(ix) Existing Loan. Interest, taxes, impounds and other periodic charges accruing with respect to the Existing Loan.

(x) Other Apportionments. Amounts payable under the Assigned Contracts, premiums for insurance coverage required by the Leases or the Existing Lender, liability for other Property operation and maintenance expenses and other recurring costs shall be apportioned as of the Closing Date, such that Seller shall be responsible for all such costs, fees and liabilities accruing with respect to the period prior to the Closing Date and Buyer shall be responsible for all such costs, fees and liabilities accruing with respect to the period from and after the Closing Date. Seller shall pay all documentary transfer and excise taxes in connection with the sale of the Property, the cost of recording the Deed and any Release and Reconveyance documents, all taxes in connection with the transfer of the Personal Property hereunder, the premium for the Title Policy, and all costs incurred in connection with the prepayment or satisfaction of any indebtedness secured by the Property (other than the assumption of the Existing Loan by Buyer). Buyer shall pay any and all costs of obtaining any financing for Buyer's purchase of the Property, the premium for any required Endorsements and the cost of any update to or recertification of the Survey. Each Party shall be solely responsible for the costs of its own legal counsel in connection with this transaction. Escrow fees shall be shared equally by Buyer and Seller; provided that in the event this Agreement is terminated due to the default by either Party under this Agreement, the defaulting Party shall be solely responsible for any escrow and/or title cancellation fees and/or charges. All other closing costs not allocated pursuant hereto shall be allocated between the Parties in accordance with the custom for real estate closings in the County where the Property is located.

(xi) Statement of Prorations. At least five (5) business days prior to the Closing Date, Escrow Holder shall prepare and deliver to Seller and Buyer a tentative “Statement of Prorations” setting forth a preliminary determination of the foregoing prorations and supported by all detail necessary to make such determination. Seller and Buyer agree to assist Escrow Holder with respect to the preparation of the Statement of Prorations and provide any necessary documentation and information to Escrow Holder for such purposes. Prior to the Closing, Buyer and Seller shall agree on the Statement of Prorations showing the net proration credit to be received by either Seller or Buyer, as the case may be. The approved Statement of Prorations shall be delivered to Escrow Holder duly executed by both Buyer and Seller. Based on the Statement of Prorations, Escrow Holder shall make the appropriate adjustments in funds paid or received by the Parties at Closing. Escrow Holder shall be entitled to rely exclusively on the Statement of Prorations as to all prorations provided for therein, and Escrow Holder shall have no liability for any error or miscalculation contained in the Statement of Prorations.

(xii) Post-Closing Reconciliation. If any of the aforesaid prorations cannot be definitely calculated accurately on the Closing Date, then they shall be estimated at the Closing and calculated as soon after the Closing Date as feasible. As soon as the necessary information is available, Buyer shall conduct a post-Closing audit to determine the accuracy of all prorations made to the Purchase Price (the “Post-Closing Audit”). Either Party owing the other Party a sum of money based on such subsequent prorations(s) or the Post-Closing Audit shall promptly pay said sum to the other Party, together with interest thereon at the rate of two percent (2%) over the “prime rate” (as announced from time to time in the Wall Street Journal) per annum from the Closing Date to the date of payment if payment is not made within thirty (30) days after delivery of a bill therefor.

9. Representations, Warranties and Covenants of Seller. As of the date hereof and as of Closing, Seller represents and warrants to, and covenants with, Buyer as follows:

(a) Except as may be disclosed by Seller to Buyer in writing, or contained in any of the materials delivered to Buyer under Paragraph 5 hereof, there is not any material non-compliance of the Improvements or the current uses thereof with applicable federal, state and local laws, statutes, rules, regulations, ordinances, orders, or codes.

(b) _____ is duly organized and validly existing and in good standing under the laws of the State of Confusion.

(c) This Agreement and all documents executed by Seller that are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, are and at the time of Closing will be sufficient to convey title (if they purport to do so), and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Seller or the Property is subject. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) Seller has not granted any option or right of first refusal or first opportunity to any party to purchase the Property.

(e) There are no pending or, to Seller’s actual knowledge, threatened lawsuits, governmental agency actions or condemnation or eminent domain proceedings relating to the Property.

(f) The Rent Roll and Updated Rent Roll delivered by Seller to Buyer are accurate, correct and complete.

(g) The Prior Year Reconciliation Statement and Current Year Reconciliation Statement delivered by Seller to Buyer are accurate, correct and complete.

(h) With respect to the Leases, (i) there are no written leases or occupancy agreements affecting the Property or Improvements to which Seller is a party and bound with any parties other than as listed on Exhibit G and Tenants who entered into Leases with Seller pursuant to the terms of this Agreement after the Effective Date, (ii) the copies of the Leases delivered to Buyer by Seller are true, correct and complete, including all amendments and modifications, and (iii) except as otherwise disclosed to Buyer in writing, there are no uncured defaults under the Leases, no tenants thereunder have any defenses or offsets to any rent accruing after the Closing Date, each tenant shown on Exhibit G and the Updated Rent Roll is in possession of its respective space and no tenant has any option or other right to purchase the Property or any part thereof or interest therein.

(i) The copies of the Service Contracts delivered to Buyer by Seller are true, correct and complete and, except for such delivered Service Contracts, there are no material contracts, instruments or other agreements with respect to leasing, management, maintenance, operation or repair of all or any portion of the Property which cannot be terminated upon thirty (30) day prior written notice without penalty. There is not any material default by Seller or the respective other parties thereto under the Service Contracts.

(j) To Seller's actual knowledge, no Hazardous Material is now or was formerly used, stored, generated, manufactured, installed, treated, discharged, disposed of or otherwise present at or about the Property (except for cleaning and other products used in connection with the routine maintenance or repair of the Project or the operation of retail businesses on the Project (the "Permitted Materials")) in full compliance with Environmental Laws) and no Hazardous Material was removed or transported from the Property except Permitted Materials removed or transported in full compliance with Environmental Laws and no underground storage tanks exist on any part of the Property. For purposes hereof, "Hazardous Materials" means (i) petroleum or chemical products, whether in liquid, solid, or gaseous form, or any fraction or by-product thereof, (ii) asbestos or asbestos-containing materials, (iii) polychlorinated biphenyls (PCBs), (iv) radon gas, (v) underground storage tanks, (vi) any explosive or radioactive substances, (vii) lead or lead-based paint, or (viii) any other substance, material, waste or mixture which is or shall be listed, defined, or otherwise determined by any governmental authority to be hazardous, toxic, dangerous or otherwise regulated, controlled or giving rise to liability under any Environmental Laws. "Environmental Laws" means any federal, state or local law (whether imposed by statute, ordinance, rule, regulation, administrative or judicial order, or common law), now or hereafter enacted, governing health, safety, industrial hygiene, the environment or natural resources, or Hazardous Materials, including, without limitation, such laws governing or regulating (i) the use, generation, storage, removal, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials, (ii) the transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of such property, or (iii) requiring notification or disclosure of releases of Hazardous Materials or other environmental conditions whether or not in connection with a transfer of title to or interest in property.

(k) No leasing commissions or other Tenant Lease Costs are due or shall become due under the Leases on or after the Closing except Tenant Lease Costs that receive Buyer's written consent or approval pursuant to Paragraph 8(g)(v) above, or except as incurred by Buyer on or after the Closing.

(l) Seller is not a foreign person or entity within the meaning of the Internal Revenue Code and Income Tax Regulations of the United States.

(m) With respect to the Existing Loan, Exhibit H attached hereto sets forth a true, correct and complete list of each of the documents evidencing or securing the Existing Loan as of the Effective Date, (ii) the Existing Loan and each of the Existing Loan Documents is in full force and effect in accordance with its terms (as the same may be modified as part of Buyer's assumption of the Existing Loan); (iii) Seller has provided Buyer with true, accurate and complete copies of the Existing Loan Documents listed on Exhibit H, and (v) Seller has received no notice that it is in default of its obligations under the Existing Loan or Existing Loan Documents, and to Seller's actual knowledge, there are no conditions or circumstances which with the passage of time or giving of notice or both would constitute a default or event of default.

(n) To Seller's actual knowledge, there are no material defects on the Property, including, but not limited to, parking lots, electrical systems, roofs, air conditioning systems, and heating systems, which would cause injury or damage to persons or property, or which would have a material adverse effect on the operation and/or use of the Property.

As used in this Agreement, the term "Seller's actual knowledge" shall mean the current, actual knowledge of Kanu Patel only, without duty of inquiry. Seller represents and warrants that Kanu Patel is the person most knowledgeable about the matters set forth in Seller's representations and warranties in this Agreement. No person acting on Seller's behalf is authorized to make any representation, warranty, guaranty or promise to Buyer concerning the Property, whether verbally or in writing. Buyer acknowledges that Kanunu Patel is not individually liable for matters within Seller's actual knowledge, but is merely the person whose knowledge is attributable to Seller.

10. Representations and Warranties of Buyer.

(a) Buyer hereby represents and warrants to Seller as follows: Buyer is a limited liability company, duly formed and validly existing and in good standing under the laws of the State of Delaware; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. In entering into this Agreement, and in consummating the transaction provided for herein, Buyer has not been induced by and has not relied upon any representations, warranties, covenants or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Agreement or in the documents to be executed by Seller at the Closing pursuant to the terms hereof (all of said representations, warranties and covenants of Seller are collectively referred to herein as "Seller's Representations"), whether or not any such representations, warranties or statements were made in writing or orally.

(b) Buyer represents and warrants to, and covenants with Seller that should Buyer elect to proceed with the purchase of the Property following the Due Diligence Period, except for Seller's Representations, Buyer will be purchasing the Property in its "as-is", "where-is" and "with all faults" condition.

11. Discovery of Breach; Continuation and Survival.

(a) In the event either Party discovers, or has reason to believe, that a breach of a representation and warranty of the other Party has occurred prior to the Closing, the Party discovering

such breach or suspected breach shall provide immediate written notice to the other Party. Thereafter, the Party receiving the written notice shall be given the opportunity to cure any such breach prior to the Closing to the reasonable satisfaction of the notifying Party. In the event any such breach is not cured to the reasonable satisfaction of the notifying Party prior to the Closing, the notifying Party may elect to terminate this Agreement by delivering prompt written notice of such termination to the other Party and to Escrow Holder, or to waive such breach and proceed with the Closing. In the event the notifying Party elects to proceed with the Closing, the Party receiving such notice of breach shall not be liable to the notifying Party as a result of such breach.

(b) All representations, warranties and covenants by the respective Parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, the Deed and the Closing for a period of one (1) year following the Closing (the "Survival Period"). Following the Closing and continuing during the Survival Period, Seller agrees not to dissolve and agrees to maintain access to capital sufficient to satisfy any of its obligations under this Agreement.

12. Release and Environmental.

(a) Except for Seller's Representations, Buyer releases Seller, its subsidiaries and affiliates, and the officers, directors, employees, and agents of each of them (collectively, the "Seller-Related Parties") from any claims, costs (including without limitation attorneys' fees) liens, liabilities, damages, demands, actions, or causes of action of whatever kind or nature (collectively, "Claims") for the condition of the Property, including any claims resulting from injury or death to any person or loss or damage to any property or business. Such Claims include any patent or latent defects or inadequacies in the condition of the Property, including (i) cost of repair, correction or remediation, and (ii) any errors, omissions or defects committed by any agent, employee, contractor or other person performing work or taking action relating to the Property on behalf of Seller or its predecessors in interest.

(b) Except for Seller's Representations, Buyer releases the Seller-Related Parties from all Claims which arise under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended or reauthorized, or any present or future federal, state or local law, ordinance or regulation pertaining to the presence or release of hazardous or toxic wastes, substances, or materials, or petroleum products or radioactive substances to the environment ("Environmental Claims") whenever the condition, event, acts or circumstances relating to any Environmental Claim may have occurred or arisen.

Notwithstanding anything in this Paragraph 12 to the contrary, the foregoing releases are not intended to and do not include (i) any claims arising from a breach of Seller's Representations, (ii) any obligation, indemnity or other covenant of Seller under this Agreement or in the documents to be executed by Seller at Closing pursuant to the terms hereof which by its terms survives the Closing, (iii) any claims based on Seller's fraud, misrepresentation, willful misconduct or similar theory, or (iv) any claim brought by a third party (private or governmental) against Buyer alleging loss or seeking equitable or any other relief as to matters, acts or omissions occurring, arising or accruing prior to the Closing.

13. Indemnity.

(a) Seller shall reimburse, indemnify, defend and hold harmless Buyer from any and all causes of action, claims, demands, losses, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from any transactions or occurrences relating to the Property (including, without limitation, any liabilities relating to the Leases and Environmental Claims)

prior to the Closing Date, other than as a result of the acts of Buyer and/or any of Buyer's employees, agents, representatives, contractors or invitees upon the Property prior to the Closing Date.

(b) Buyer shall reimburse, indemnify, defend and hold harmless Seller from any and all causes of action, claims, demands, losses, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising from any transactions or occurrences relating to the Property (including, without limitation, any liabilities relating to the Leases) subsequent to the Closing Date, other than as a result of the acts of Seller and/or any of Seller's employees, agents, representatives, contractors or invitees upon the Property prior to the Closing Date.

14. Risk of Loss.

(a) Seller shall promptly notify Buyer in writing of any damage and/or destruction estimated by Seller to be a Material Damage or Destruction (as defined below) of the Property or any portion thereof. In the event any of the Improvements are damaged and/or destroyed by fire or other casualty prior to the Closing, and the cost to repair and/or restore such damage and/or destruction (as determined pursuant to the last sentence of this Paragraph 14(a)) is equal to or exceeds One Hundred Thousand Dollars (\$100,000) or the existence of such damage would permit a tenant to terminate its Lease ("Material Damage or Destruction"), then Buyer shall have the right to terminate this Agreement by written notice to Seller within ten (10) business days after Buyer receives Seller's written notice of damage and/or destruction estimated by Seller to be a Material Damage or Destruction. In the event of any such termination, the Deposit together with all interest accrued on the Deposit while in Escrow, shall be returned to Buyer, Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither Party shall have any further liability or obligation under this Agreement. For purposes of this Paragraph 14, within thirty (30) days after receipt of Seller's written notice of damage and/or destruction estimated by Seller to be a Material Damage or Destruction, the cost to repair and/or restore damage and/or destruction shall be determined either by mutual agreement of the Parties or by good faith estimate obtained from a duly licensed, experienced contractor reasonably approved by the Parties and shall be deemed to include rental loss following the Closing.

(b) In the event any of the Improvements are damaged and/or destroyed by fire or other casualty prior to the Closing where such damage does not amount to a Material Damage or Destruction, then the Closing shall occur as scheduled notwithstanding such damage; provided, however, that Buyer shall receive any insurance proceeds paid in connection with same, and to the extent that the amount of such insurance proceeds is insufficient to pay for the cost of repair of such casualty, then Buyer shall receive a credit at the Closing against the Purchase Price in an amount equal to the cost of repair of such casualty less the amount of any insurance proceeds actually paid to Buyer.

(c) In the event a governmental entity commences eminent domain proceedings to take all or any material portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) business days after Buyer first learns of such commencement. For purposes of this paragraph, "material" means an eminent domain proceeding which would prevent Buyer from using the Property for the use intended, would result in the Property not complying with applicable zoning (even if "legal non-conforming") or which would materially impair the parking at or access to the Property or would permit any tenant to terminate its Lease. In the event of any such termination, the Deposit together with all interest accrued on the Deposit while in Escrow, shall be returned to Buyer, Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither Party shall have any further liability or obligation under this Agreement.

(d) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Paragraph 14(c) above as a result thereof, then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller.

15. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date subject to the rights of the Tenants under the Leases.

16. Maintenance of the Property and Property Personnel. Between the Effective Date of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, reasonable wear and tear and casualty damage under Paragraph 14 above excepted, shall perform all work required to be performed by the landlord under the terms of the Leases, shall maintain or cause to be maintained liability and property damage insurance with respect to the Property and the operation of the Property, and otherwise operate the Property in the same manner as before the Effective Date of this Agreement, subject to the provisions of Paragraph 17 below. In addition, Seller agrees to promptly inform Buyer of any material alterations or improvements proposed to be made to the Property by any Tenant following the date hereof and prior to the Closing and the status of Seller's grant of approval to any such alterations or improvements. Seller shall not grant its approval to any such alterations or improvements without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, and the Parties shall reasonably cooperate so that Buyer has a reasonable opportunity to review the proposed alterations or improvements and determine whether or not to grant such consent within the time period provided for review and approval by "Landlord" under the Leases, as applicable.

17. Leases, Contracts and CC&Rs Affecting the Property. After the Effective Date and prior to the Closing, Seller shall not, without in each case obtaining Buyer's prior written consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed), enter into any new lease affecting the Property or any material amendment or termination of the Leases, including, without limitation, negotiations with any Tenant regarding renewals, extensions or expansions, or permit any Tenant to enter into any sublease, assignment or agreement pertaining to the Property, waive, compromise or settle any rights of Seller under the Leases, return any security deposit, incur any Tenant Lease Costs, enter into any contract affecting the Property, or any amendment of any contract affecting the Property (unless such contract shall be terminated upon or before the Closing without charge to Buyer), or waive, compromise or settle any rights of Seller under any contract, or modify, amend, or terminate any Assigned Contract, enter into any new CC&R affecting the Property or any amendment or termination of the CC&Rs, or waive, compromise or settle any rights of Seller under the CC&Rs.

18. Cooperation by Seller and Buyer. Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer with regard to the fulfillment of any Condition Precedent and/or conveyance of the Property upon the Closing including execution of any mutually acceptable documents, applications or permits. If you got this far, delete this sentence to show me you are paying attention. Buyer shall cooperate and do all acts as may be reasonably required or requested by Seller with regard to the fulfillment of any Condition Precedent and/or purchase of the Property upon the Closing including execution of any mutually acceptable documents, applications or permits.

19. Brokers and Finders. 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 real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein, except for a commission payable to Marcus & Millichap (the "Brokers") at the

Closing, whose entire commission shall be the responsibility of Seller pursuant to separate agreement. In the event that any other broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the Party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other Party in defending against the same. The Party through whom any other broker or finder makes a claim shall hold harmless, indemnify and defend the other Party hereto, its successors and assigns, agents, employees, officers and directors, and the Property from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), whether direct, contingent or consequential, arising out of, based on, or incurred as a result of such claim. The provisions of this Paragraph 19 shall survive the Closing or termination of this Agreement.

20. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission with confirmation of successful transmission to the recipient (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two (2) business days after being deposited in the United States mail, certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Buyer:

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____

with a copy to:

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____

If to Seller: _____

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____

with a copy to: _____

Attention: _____
Telephone: _____
Facsimile: _____
E-mail: _____

or such other address as either Party may from time to time specify in writing to the other.

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement prior to Closing to any entity controlling, controlled by or under common control with Buyer including a single-purpose entity formed by Buyer, without Seller's consent or approval, and otherwise Buyer shall have the right to assign this Agreement prior to Closing to any other person or entity subject to Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment shall be evidenced by a written agreement between Buyer and its assignee, whereby such assignee shall expressly assume all of Buyer's obligations and liabilities under this Agreement. Upon any such assignment by Buyer, the party originally designated as "Buyer" under this Agreement shall be released from any and all liability as of the date of such assignment and assumption. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns.

(c) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

(d) Attorneys' Fees. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder, including, without limitation, court costs, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorneys' fees and expenses to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees and expenses incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(e) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday by the Title Company, Escrow Holder or Buyer's lender. If the last date for performance by either Party under this Agreement occurs on a day that is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(f) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid,

unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect..

(g) Further Assurances. Each Party will, whenever and as often as it shall be requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all such further mutually approved conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

(h) Merger of Prior Agreements; Amendments. This Agreement and the exhibits hereto constitute the entire agreement between the Parties and supersede all prior agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

(j) Section 1031 Exchange Cooperation. The Parties agree to cooperate with each other in effecting a tax-deferred exchange or exchanges under Internal Revenue Code Section 1031; provided, however, that (a) consummation of this Agreement is not predicated or conditioned on an exchange, (b) the Closing shall not be delayed due to any exchange, (c) any rights of the non-exchange Party pursuant to this Agreement shall not be impaired due to any exchange requested by the other Party, (d) the non-exchange Party shall incur no additional costs, expenses or liabilities as a result of or in connection with any exchange requested by the other Party except those incurred in connection with the non-exchange Party's review of customary exchange documentation, and (e) the non-exchange Party shall not be required to take title to any other property in connection with any exchange requested by the other Party. Subject to the foregoing, the Parties agree to execute customary escrow instructions, documents, agreements, or instruments to effect an exchange. Each Party agrees to indemnify, defend and hold the other Party free and harmless from and against any liability, loss, damage, cost or expense, including reasonable attorneys' fees, that may arise from the indemnifying Party's exchange.

(k) Legal Advice. Seller acknowledges and agrees that it has been encouraged to obtain the advice of legal counsel in connection with this transaction and this Agreement and has in fact had the opportunity to consult with an attorney, but that Seller has nonetheless elected not to consult with an attorney and obtain such legal advice. Seller further acknowledges and agrees that Buyer's attorneys represent only Buyer and have not provided any legal advice to Seller. Seller represents that it has reviewed this Agreement carefully and understands its terms.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SELLER:

By: _____

By: _____

BUYER:

By: _____

By: _____

EXHIBIT A
FORM OF GRANT DEED

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

APN: _____

(Space Above For Recorder's Use)

GRANT DEED

The undersigned Grantor declares:
Documentary Transfer Tax not shown pursuant
to Section 11932 of the Revenue and
Taxation Code

_____ (“**Grantor**”), for and in
consideration of the sum of Ten and no/100 Dollars cash and other good and valuable consideration paid
in hand by _____ (“**Grantee**”), whose address is
_____, the receipt and sufficiency of which are hereby acknowledged, HAS
GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents DOES GRANT,
BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in the City of
_____, County of _____, State of
California, and described on Schedule “1” attached hereto and incorporated herein by reference for all
purposes, together with all of Grantor’s right, title and interest in and to all appurtenances thereon or in
any way appertaining thereto and all of Grantor’s right, title and interest in and to all buildings, structures,
fixtures and improvements located thereon (said land, real property, rights improvements and
appurtenances being herein collectively referred to as the “**Property**”), subject to all real property taxes
and assessments, not delinquent, and all other matters of record or that would be disclosed by a survey or
inspection of the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED on _____, 20____, to be effective upon delivery of this Grant Deed by or on behalf of Grantor to Grantee.

GRANTOR:

By: _____

By: _____

[NOTARY ON FOLLOWING PAGE]

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

(SEAL)

SCHEDULE "1"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF _____, AND IS DESCRIBED AS FOLLOWS:

EXHIBIT B

FORM OF BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of _____, 20____ ("Effective Date"),
by _____ ("Seller"), in favor of
_____ a _____ ("Buyer"), with reference to the following facts:

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement and Escrow Instructions, dated as of _____, 20____, between Seller and Buyer (the "Purchase Agreement"), respecting the sale of certain Property, which includes the Tangible Personal Property. All capitalized terms used herein, unless indicated to the contrary, have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer to Buyer all of its rights, title and interest in and to all the Tangible Personal Property, which shall include, without limitation, the items described on Schedule 1 attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for good and valuable consideration, Seller hereby grants, sells, transfers, assigns, conveys and delivers to Buyer all of the Tangible Personal Property owned by Seller now existing and placed or installed on or about the Property and used in connection with the ownership, operation, management, maintenance and/or repair of the Property. The term Tangible Personal Property shall not include any property that is owned by the Tenants of the Property.

BUYER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT, BUYER IS ACQUIRING THE TANGIBLE PERSONAL PROPERTY "AS IS AND WHERE IS, WITH ALL FAULTS, IF ANY", IN THE CONDITION THEY ARE IN AS OF THE EFFECTIVE DATE, AND NO WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN MADE BY SELLER REGARDING THEIR PHYSICAL CONDITION, PROPER INSTALLATION, CAPACITY, QUALITY, VALUE, WORKMANSHIP, OPERATING CAPABILITY OR PERFORMANCE, OR THEIR COMPLIANCE WITH APPLICABLE LAWS, OR THEIR FITNESS OR SUITABILITY FOR BUYER'S PURPOSES.

This Bill of Sale shall be governed, construed and enforced in accordance with the laws of the State of California.

Seller shall, upon request by Buyer, execute and deliver to Buyer such additional documents as Buyer may reasonably request in order to assign and transfer fully to and vest in Buyer all rights, title or interest in and to the Tangible Personal Property, or to enable Buyer to realize upon or otherwise enjoy such rights and property.

Seller represents and warrants that (i) it has good and marketable title to the Tangible Personal Property, (ii) every item comprising the Tangible Personal Property is free and clear of any and all liens, encumbrances claims and restrictions, and (iii) no additional consents are necessary for Seller to transfer the Tangible Personal Property described herein.

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Buyer and Seller.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the Effective Date of this Bill of Sale.

SELLER:

SCHEDULE 1 TO BILL OF SALE

DESCRIPTION OF TANGIBLE PERSONAL PROPERTY

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS,
WARRANTIES, GUARANTIES, PERMITS AND OTHER INTANGIBLE PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS, WARRANTIES, GUARANTIES AND OTHER INTANGIBLE PROPERTY (this "Assignment") is made as of _____, 20____, by _____ ("Assignor") to _____ a _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor is contemporaneously herewith selling pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated as of _____, 20____, by and between Assignor and Assignee (the "Purchase Agreement") that certain Real Property and Improvements thereon located in the County of _____, State of California, the Real Property of which is more particularly described on Schedule 1 attached hereto. Terms used in this Assignment and not otherwise defined shall be given the meanings defined in the Purchase Agreement.

WHEREAS, Assignor desires to assign its interest in and to the following to Assignee as of the date on which title to the Real Property is vested in Assignee (the "Transfer Date"), and Assignee desires to accept the assignment thereof and assume Assignor's obligations thereunder with respect to the period from and after the Transfer Date: (a) all contracts described in Schedule 2 attached hereto and incorporated herein by this reference (the "Contracts"); (b) all "Warranties and Guaranties" (as hereinafter defined); (c) all "Names and Marks" (as hereinafter defined); (d) all "Intangible Property" (as hereinafter defined); and (e) all "Permits" (as hereinafter defined).

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim and interest in, to and under the (a) Contracts; (b) Warranties and Guarantees; (c) Names and Marks; (d) Intangible Property; and (e) Permits (collectively, "Assigned Interests"). Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses and Liabilities"), arising out of or in any way related to the Assigned Interests with respect to the period prior to the Transfer Date.

2. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor's obligations under the Assigned Interests which relate to the period from and after the Transfer Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Interests with respect to the period from and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Interests after the Transfer date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. Assignee acknowledges and agrees that, except as provided in the Purchase Agreement, the conveyance of the Assigned Interests is specifically made "as-is, where-is and with all faults, if any" without any representations or warranties express or implied, including, without limitation, implied

warranties of fitness for any particular purpose or merchantability or any other warranties whatsoever. Except as provided in the Purchase Agreement, Assignee has not relied and will not rely on, and Assignor is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Assigned Interests or relating thereto (including specifically, without limitation, information packages distributed with respect to the property) made or furnished by Assignor, the property manager, or any agent or real estate broker representing or purporting to represent Assignor, to whomever made or given, directly or indirectly, orally or in writing.

4. The following terms shall have the following meanings:

(a) The term “Warranties and Guaranties” as used herein shall mean and include all warranties, guarantees and indemnities (including, without limitation, those for workmanship, materials and performance) to the extent assignable, whether or not written, for all or any portion of the Property, including, without limitation, the Improvements and the Tangible Personal Property, including, without limitation, construction warranties, guaranties and indemnities from, by or against any contractors, subcontractors, laborers or supplier of labor, materials or other services relating to the Property.

(b) The term “Names and Marks” as used herein shall mean and include all patents, licenses, trademarks, service marks and names used in connection with the operation of the Property, including, without limitation, the trade names “Smart & Final Center” and “Redondo Plaza”, and all symbols, emblems with the operation of the Property, and all symbols, emblems and logos used in connection with the ownership or operation of the Property, whether in black and white or in color, and irrespective of size, and all of Assignor’s right, title and interest in and to all goodwill associated therewith.

(c) The term “Intangible Property” as used herein shall mean and include all intangible property relating to or used in connection with the planning, development, construction, ownership, operation, use, management, maintenance, repair, operation or enjoyment of the Property, including, without limitation, the following: (i) the full architectural drawings and specifications and final as-built surveys for the Improvements, and any other plans, drawings, and specifications for the Improvements; (ii) all books, records and documents relevant to the use, operation and/or management of the Property; (iii) all surveys, maps, reports, plans and specifications, appraisals and studies of the Property; (iv) all awards or payments made or to be made for any taking by condemnation, eminent domain or otherwise (including, without limitation, by agreement in lieu thereof) for all or any part of any of the Property and in and to all proceeds paid or payable in connection with any damage, loss or destruction to all or any part of the Property; (v) any and all claims and/or causes of action attributable or incident to the construction, development and operation of the Property, and any correspondence with tenants, customers and suppliers relating to ongoing business relationships, disputes or agreements between Assignor and any such tenants, customers and suppliers; and (vi) all telephone numbers, advertising materials, trade lists, tenant lists, Internet domain names and mailing lists related to the Property.

(d) The term “Permits” as used herein shall mean and include all transferable entitlements, development rights, licenses, permits, certificates and other approvals issued by any governmental or quasi-governmental authority pertaining to the use, management, operation, zoning, construction, occupancy, maintenance or ownership of the Property.

5. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses of such litigation, including, without limitation, reasonable attorneys’ fees and expenses. In addition to the

foregoing award of attorneys' fees and expenses to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees and expenses incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

6. This Assignment shall be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

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

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

9. Assignor represents and warrants to Assignor's actual knowledge and belief that (i) it has good and marketable title to the Assigned Interests, (ii) every item comprising the Assigned Interests is free and clear of any and all liens, encumbrances, claims and restrictions created by Assignor, and (iii) no additional consents are necessary for Assignor to assign the Assigned Interests described herein.

10. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and its successors and assigns, any mutually approved new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence the assignment contained herein and to enable Assignee, and its successors and assigns, to fully realize and enjoy the Assigned Interests assigned hereby.

11. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

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

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____

Name: _____
Title: _____

SCHEDULE 1

DESCRIPTION OF REAL PROPERTY

SCHEDULE 2

DESCRIPTION OF CONTRACTS

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") dated as of _____, 20____, is made and entered into by and between _____ a _____
("Assignee") and _____
("Assignor").

WITNESSETH:

WHEREAS, Assignor is the lessor under those certain leases executed with respect to that certain real property located in the County of _____, State of California (the "Property"), more particularly described on Schedule 1 attached hereto, which leases are described in Schedule 2 attached hereto (the "Leases").

WHEREAS, Assignor is contemporaneously herewith selling the Property to Assignee pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated as of _____, 20____, by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor desires to assign its interest in and to the Leases to Assignee as of the date on which title to the Property is vested in Assignee (the "Transfer Date"), and Assignee desires to accept the assignment thereof and assume Assignor's obligations thereunder with respect to the period from and after the Transfer Date.

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

1. As of the Transfer Date, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Leases.
2. Assignor warrants and represents that as of the Transfer Date, the Leases are the only lease, rental or occupancy agreements affecting the Property and there are no assignments of or agreements to assign the Leases to any other party.
3. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses and Liabilities"), arising out of in any way related to the lessor's obligations under the Leases described in Schedule 2 with respect to the period prior to the Transfer Date or which arise out of or are in any way related to the lessor's obligations under said Leases after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.
4. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the lessor's obligations under the Leases described in Schedule 2 with respect to the period from and after the Transfer Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all Losses and Liabilities arising out of the lessor's obligations under the Leases described in Schedule 2 with respect to the period from and after the Transfer Date, except for Losses and Liabilities on account of any fact or circumstance occurring or existing prior to the Transfer Date.

5. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses in such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorneys' fees and expenses to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees and expenses incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

6. This Assignment shall be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

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

8. Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and/or its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to fully evidence the assignment contained herein and to enable Assignee, and/or its successors and assigns, to fully realize and enjoy the rights and interests assigned hereby.

9. Nothing contained herein shall be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

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

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

SCHEDULE 1

DESCRIPTION OF REAL PROPERTY

SCHEDULE 2

DESCRIPTION OF THE LEASES

EXHIBIT E

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____ a _____ ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code"), will not be required upon the transfer of certain real property to the Transferee by _____ ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Income Tax Regulations of the United States;
3. The Transferor's U.S. employer or tax (social security) identification number is _____;
4. The Transferor's address is: _____.

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

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

The Transferor hereby agrees to indemnify, defend and hold the Transferee harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, reasonable attorneys' fees and court costs) incurred by the Transferee as a result of: (i) the Transferor's failure to pay U.S. Federal income tax that the Transferor is required to pay under applicable U.S. law; or (ii) any false or misleading statement contained herein.

Under penalty of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true and correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

TRANSFEROR:

Date: _____

EXHIBIT F

FORM OF TENANT ESTOPPEL CERTIFICATE

[Name of Buyer]

Attn: _____

Re: [Address of Property] Suite: _____

Tenant: [Name of Tenant]

Gentlemen:

You are hereby advised that the undersigned is the Tenant and present occupant of a portion of those certain premises comprising real property and improvements thereon commonly known as _____ located in _____, California (the "Premises"). The undersigned hereby certifies:

1. The Premises are leased under the provisions of a lease agreement dated _____, _____ between Tenant and _____ ("Landlord"). The lease agreement is valid and in full force and effect and has not been modified except by document(s) dated _____, _____; true, complete and correct copy(ies) of the Lease and all such amendments are attached hereto, and the same contain all of the understandings and agreements between Landlord and Tenant (herein collectively referred to as the "Lease"). Tenant's leased Premises contain _____ rentable square feet.

2. The commencement date of the term of the Lease is _____, _____ and the expiration date is _____, 20____; and the undersigned's obligation to pay rent has commenced.

3. The Lease provides for an option to renew the Lease term as follows: _____, at a rental rate of \$_____.

4. The Lease provides for rent payable as follows:

(a) Current minimum fixed monthly rent: \$_____ with future escalations as follows: _____.

(b) No rent has been paid by Tenant in advance under the Lease except for the minimum monthly rent that became due for the current month. The minimum rent has been paid through _____, 20____.

(c) The Lease provides for the Tenant to pay its pro rata share of property operating expenses, including but not limited to insurance and real property taxes.

(d) The Lease provides for the payment of percentage rent as follows: _____.

(e) No future free rent periods or other concessions of any kind or nature have been granted to Tenant under the Lease.

5. The Lease contains no first right of refusal, right of first offer, option to expand, option to terminate, or exclusive business or use rights, except as follows: _____.

6. The Lease contains no options to purchase or right of first offer, right of first refusal, right of first negotiation or any other preferential right to purchase all or any part of the Premises or all or any part of the building or project of which the Premises are a part.

7. Landlord is holding a security deposit of \$_____ and, to Tenant's knowledge, no portion thereof has been applied by Landlord.

8. The improvements and space required to be furnished according to the Lease have been duly delivered by the Landlord and accepted by the Tenant; except as follows: _____. Landlord's obligations to pay for or construct tenant improvements or common area, if any, have been satisfied in full; except as follows _____.

9. The undersigned has no rights of setoffs or defenses against the Landlord or any rents payable under the Lease, nor does the undersigned assert or allege any claim against the Landlord for any failure of performance of any of the terms of said Lease. There are no defaults by the Landlord, including, without limitation, defaults relating to the design, construction, condition and tenant uses of the Premises or the building or project of which the Premises are a part. Tenant knows of no event or condition which, with the passage of time, the giving of notice, or both, would constitute a default by Landlord under the Lease. Tenant is not in default under the Lease and no events or conditions exist which, with the passage of time or giving of notice or both, would constitute a default by Tenant under the Lease.

10. The undersigned has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises except as follows: _____.

11. Tenant has not filed (and does not currently intend to file) any form of bankruptcy petition and Tenant is not subject to any bankruptcy, insolvency, creditors' rights or similar proceeding in any federal, state or other court or jurisdiction. Tenant is not insolvent.

12 Tenant has not generated, used, stored, spilled, disposed or released any Hazardous Substances at, on or in the Premises or any other portion of the building or project of which the Premises is a part in violation of any applicable law. "Hazardous Substances" means any flammable, explosive, toxic, carcinogenic, mutagenic or corrosive substance, material, chemical or waste, including, but not limited to, any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative agency, ordinance, law, ruling, regulation or decision including, without limitation, formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum products or byproducts, crude oil, natural gas, methane, liquefied natural gas, synthetic gas usable for fuel or mixture thereof, radon, asbestos, solvents or any nuclear substances or materials.

The undersigned makes this statement for your (and your assignee's) benefit and protection, and for the benefit and protection of any lender making a loan to be secured, in whole or in part, by a lien on the Premises, with the understanding that (i) you (and any assignee of your right to purchase the Property) intend to rely upon this statement in connection with your intended purchase of the above-described Premises from Landlord and (ii) any such lender intends to rely upon this statement in connection with such lender's making of a loan to you (or your assignee) for the purchase the Premises. The undersigned agrees that it will, upon receipt of written notice from Landlord, commence to pay all rents to you (or your assignee) or to any agent acting on behalf of you (or your assignee).

Dated: _____, 20____

"TENANT"

(Signature)

(Title)

EXHIBIT G

LIST OF TENANTS / LEASES

EXHIBIT H

LIST OF LOAN DOCUMENTS – EXISTING LOAN