

1 **WHEREAS**, Cooley Properties, L.P. (the “Cooley Properties”), currently owns land and a
2 building located at 1475 Cooley Court (the “1475 Cooley Court Building”) that abuts the Successor
3 Agency’s approximately 6.31-acre vacant property identified in the LRPMP as Site No. 45: E.
4 Cooley Avenue Industrial Property, i.e., APNs 0281-031-52 and 0281-021-30 (the “Property”), as
5 depicted on Exhibit “A” attached hereto; and

6 **WHEREAS**, within the LRPMP, the Property is: i) identified as Site No. 45; ii) described
7 as a vacant industrial site; iii) designated for sale; iv) was determined to have an estimated current
8 value of \$372,000 (the “ECV”); and v) is more fully described in Exhibit "A" attached hereto, which is
9 an excerpt from the LRPMP; and

10 **WHEREAS**, an approximately 4.4-acre portion of the Property is unusable for commercial
11 purposes as it is either part of the embankment or river bed for the adjacent Santa Ana River,
12 portions of which are included within an easement the Successor Agency previously granted to the
13 County of San Bernardino for the Santa Ana River Trail, leaving a net usable area of approximately
14 1.91 acres; and

15 **WHEREAS**, Greenbrier Rail Services (the “Greenbrier”) currently leases the 1475 Cooley
16 Court Building and the adjacent Successor Agency-owned Property for their business operations
17 (i.e., the refurbishment of rail car wheels), providing employment of between 36-75 highly skilled
18 workers (the number of employees varies depending on the orders they receive) at their San
19 Bernardino facilities; and

20 **WHEREAS**, Greenbrier currently leases the 1475 Cooley Court Building through May 31,
21 2022; however, due to redevelopment dissolution, Greenbrier occupies the Property on a month-to-
22 month holdover basis; and

23 **WHEREAS**, as confirmed in its November 29, 2016 letter, a copy of which is attached to this
24 Resolution as Exhibit “B”, Cooley Properties has offered to purchase the Successor Agency’s Property
25 for the non-contingent price of \$373,000 (the “Purchase Price”) for the purpose of enabling
26 Greenbrier’s operations to continue in San Bernardino; and
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1 **WHEREAS**, the Purchase Price is equal to the average of the Successor Agency’s ECV (i.e.,
2 \$372,000) and the market value opinion determined by Empire Valuation and Advisory Services,
3 Inc., based on a 10-month market exposure period, in its appraisal dated July 13, 2016 (i.e.,
4 \$374,000) (i.e., $\$372,000 + \$374,000 = \$746,000 \div 2 = \$373,000$); and

5 **WHEREAS**, in consideration that the Purchase Price is equal to the average between the
6 Successor Agency’s ECV and the appraiser’s market value opinion and the variance between the two
7 is *de minimis*, it may be concluded that the Purchase Price offered by Cooley Properties is fair and
8 reasonable; and

9 **WHEREAS**, subsequent to the acquisition of the Property, Cooley Properties, intends to
10 amend its lease with Greenbrier to include the Property and to provide for an extended period of
11 occupancy; and

12 **WHEREAS**, this Resolution will approve the Purchase and Sale Agreement and Joint
13 Escrow Instructions (the “Agreement”) between the Successor Agency and Cooley Properties, with
14 respect to the Property, a copy of which is attached to this Resolution as Exhibit “C”, and authorize
15 certain related actions; and

16 **WHEREAS**, on January 9, 2017, the Successor Agency Board approved the Agreement;
17 and

18 **WHEREAS**, consistent with the provisions of the HSC and the LRPMP, the effectiveness
19 of the Agreement is subject to the approval of the Oversight Board and the DOF; and

20 **WHEREAS**, subject to the approvals of the Oversight Board and DOF, the Successor
21 Agency intends to distribute the land sale proceeds to the San Bernardino County Auditor-
22 Controller for distribution to the taxing entities, less the costs of sale attributable to the Successor
23 Agency that are described within the Agreement; and

24 **WHEREAS**, all of the prerequisites with respect to the approval of this Resolution have
25 been met.

26 **NOW, THEREFORE, BE IT RESOLVED** by the Oversight Board for the Successor
27 Agency to the Redevelopment Agency of the City of San Bernardino, as follows:
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1 **Section 1.** The foregoing recitals are true and correct and are a substantive part of this
2 Resolution.

3 **Section 2.** The Agreement for the purchase and sale of the Property, attached hereto as
4 Exhibit "C", is approved.

5 **Section 3.** The Successor Agency's distribution of the land sale proceeds to the San
6 Bernardino County Auditor-Controller for distribution to the taxing entities, less the costs of sale
7 attributable to the Successor Agency, is approved.

8 **Section 4.** The City Manager, as Executive Director of the Successor Agency, or
9 designee, is hereby authorized and directed to: i) notify DOF concerning this Resolution, in
10 accordance with the applicable provisions of the HSC; and ii) take such other actions and execute
11 such other documents as are necessary to effectuate the intent of this Resolution

12 **Section 5.** This Resolution shall take effect upon the date of its adoption. The
13 effectiveness of the Agreement is conditioned upon its approval by the DOF.

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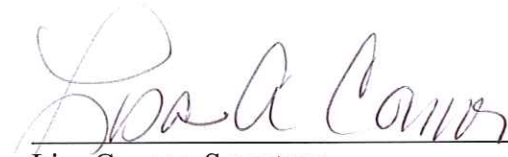
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1 RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR
 2 AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN
 3 BERNARDINO APPROVING THE PURCHASE AND SALE AGREEMENT
 4 AND JOINT ESCROW INSTRUCTIONS BETWEEN THE SUCCESSOR
 5 AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN
 6 BERNARDINO AND COOLEY PROPERTIES, L.P., WITH RESPECT TO
 7 TWO VACANT PARCELS LOCATED ALONG COOLEY AVENUE, SAN
 8 BERNARDINO, CALIFORNIA (APNs 0281-031-52 and 0281-021-30) AND
 9 APPROVING CERTAIN RELATED ACTIONS

10 PASSED, APPROVED AND ADOPTED THIS 30th day of January, 2017, by the following vote:

Board Members	Ayes	Nays	Abstain	Absent
HEADRICK				X
HILL	X			
MORRIS	X			
O'TOOLE	X			
SMITH	X			
TORRES				X
(VACANT)				

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 19 Lisa Connor, Secretary

20 The foregoing Resolution is hereby approved this 30th day of January, 2017.

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23 
 24 James P. Morris, Chairman
 25 Oversight Board for the
 26 Successor Agency to the Redevelopment
 27 Agency of the City of San Bernardino
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**Narrative for Site No. 45
E. Cooley Avenue Industrial Property
(APNs 0281-031-52 and 0281-021-30)
Excerpted from the
Long-Range Property Management Plan
(Pages 210-214)**

(See Attachment)

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Site No. 45: E. Cooley Avenue Industrial Property

Address: E. Cooley Avenue
APNs: 0281-021-30
0281-031-52





Site No. 45: E. Cooley Avenue Industrial Property

A. Permissible Use (HSC § 34191.5 (c) (2)):

Site No. 45 is the Cooley Avenue Industrial Property (the “Industrial Property”) and is proposed to be sold by the Successor Agency.

B. Acquisition of Property (HSC § 34191.5 (c) (1) (A) and § 34191.5 (c) (1) (B)):

Property records indicate that the Industrial Property was acquired by the Agency in August 1992, in a condemnation action, and carries a Book Value of \$69,761. The Industrial Property was acquired by the Agency in order to meet the revitalization goals of City and the Agency to alleviate the existence and spread of physical and economic blight. The estimated current value (the “ECV”) of the Industrial Property is approximately \$372,000.

C. Site Information (HSC § 34191.5 (c) (1) (C)):

The Industrial Property consists of two (2) parcels (APNs 0281-021-30; 0281-031-52) totaling 6.31 acres located on E. Cooley Avenue. The Industrial Property is zoned Industrial Heavy (IH). The IH designation is intended for a variety of intense industrial activities that could potentially generate significant impacts, such as excessive noise, dust, and other nuisances, such as rail yards and multi-modal transportation centers. This zone is also intended to provide for the continuation and development of heavy manufacturing industries in locations where they will be compatible with and not adversely impact adjacent land uses.

On April 3, 2013, DOF approved Oversight Board adopted Resolution No. SBOB/2012-20, which authorized the Successor Agency to, among other things, recover the Property from the San Bernardino Economic Development Corporation (the “SBEDC”) and to grant a real property easement with respect to a portion of the Property to the SBEDC (see Exhibit “J” – DOF Correspondence). The Successor Agency intends to grant the easement prior to the disposition of the Property.

D. Estimated Current Value (HSC § 34191.5 (c) (1) (D)):

To determine an ECV for the Industrial Property, in January 2015, the Agency conducted a comparable sales analysis through the National Data Collective. The ECV was determined to be approximately \$372,000.

Local factors were not taken into consideration in determining the ECV of this site. The ECV is only a rough estimate that was obtained from an on-line source where only comparable sales data are available. It is not possible to include environmental issues or any other special or unique factors into simple ECV calculations, as such data are not available from the source. Therefore, the actual value of the property may vary significantly from the ECV. The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The Successor Agency will be in charge of the process seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing and dispositions will be subject to Oversight Board approval. There is no reason to think that book values will be realized.



Site No. 45: E. Cooley Avenue Industrial Property

E. Site Revenues (HSC § 34191.5 (c) (1) (E)):

On November 1, 1997, the Agency (the “Lessor”) entered into a Lease and Option to Purchase Agreement (the “1997-Lease”) with ABC Rail, Corp. (the “Lessee”) to lease the Industrial Property (the “Site”) (a 6.31-acre parking lot adjacent to Lessee’s facilities on Cooley Court). The basics terms of the 1997-Lease are as follows: (i) one (1) eight (8) year term, with two (2) successive options to extend the term for five (5) year periods; October 31, 2015 is the end of the 2nd option period; (ii) rent is collected on a monthly basis in the amount of \$2,900, for an annual total of \$34,800; (iii) Lessee responsibilities: (a) use the Site in a careful and proper manner; (b) maintain the Site and improvements thereon, and make all replacements and repairs necessary, except for ordinary wear and tear; (c) pay for all utilities used or supplied to the Site; (d) keep the Site clear of all mechanic liens; (e) pay all real and personal property taxes, including those on the possessory and reversionary interest; and (f) refrain from charging for the use of the Site; (iv) Lessor responsibilities: (a) grant the Lessee an option to purchase the Site at any time Lessee may elect, but before the termination of the 1997-Lease, if the Lessee has exercised its option to purchase the property whereon its facilities are located and the adjoining leased property (leased separately by Lessee) and (b) allow the Lessee to hold-over after the expiration of the 1997-Lease, for any cause, and shall be construed to be a tenancy from month-to-month. As of the date of this LRPMP, the Lessee has determined not pursue its option to purchase the site. Instead, the Lessee has requested a lease extension, which is currently under consideration.

F. History of Environmental Contamination (HSC § 34191.5 (c) (1) (F)):

There is no known history of environmental contamination.⁵¹

G. Potential for Transit Oriented Development (TOD) and the Advancement of Planning Objectives of the Successor Agency (HSC § 34191.5 (c) (1) (G)):

There is no potential for a TOD in conjunction with Industrial Property.

Selling the Industrial Property advances the planning objectives of the Successor Agency and the City to develop and revitalize this area of the community through the creation of opportunities for private investment in the City.

H. History of Previous Development Proposals and Activity (HSC § 34191.5 (c) (1) (H)):

There is no history of previous development proposals or activities in conjunction with the Industrial Property.

I. Disposition of Property:

The Successor Agency proposes to sell the Industrial Property in accordance with the Successor Agency’s policies and procedures for property disposition as shown in Exhibit “A” Section I. Purchase and Sale Procedures.

The ECV of the Industrial Property is approximately \$372,000.

Date of estimated current value – January 2015

⁵¹ <http://qeolracker.waterboards.ca.gov/man/?CMD=runreport&myaddress=Cooley+Ave+and+Cooley+Ct+San+Bernardino>



Site No. 45: E. Cooley Avenue Industrial Property

Value Basis – The ECV was determined by a comparable sales analysis using the National Data Collective subscription service. The ECV is approximately \$372,000.

Local factors that may affect land value were not taken into consideration. Therefore, the actual value of the property may vary greatly from the ECV. The ECV is only a planning number and should not be relied upon as a basis for actual value.

Proposed sale date – TBD and subject to the Successor Agency’s implementation of its policies and procedures for property disposition as shown in Exhibit “A.”

Proposed sale value – TBD and subject to a fair market appraisal conducted by a licensed appraiser.

The Successor Agency notes that in the environment of AB 1484, it may not be possible to achieve appraised values. The Successor Agency will be in charge of the process seeking to achieve successful marketing of properties, and will act with reasonable diligence. However, the constraints and environment of AB 1484 militate against maximizing prices. The actual sales prices to be realized will be a function of what a willing buyer is willing to pay under circumstances where there will be no seller financing and dispositions will be subject to Oversight Board approval. There is no reason to think that book values will be realized.

J. Implementation of the Long-Range Property Management Plan:

Following the approval of the LRPMP by the DOF, the Successor Agency will implement the LRPMP.

For properties to be sold, implementation will include distribution of any land sales proceeds for enforceable obligations and/or distributed as property tax to the taxing entities. Due to the vagaries associated with the sale of land, such as uncertainties concerning the timing of sale and the price that would be realized, it is not feasible to precisely state in the LRPMP how the funds will be used. In that regard, once an agreement is reached with respect to the purchase and sale of a property, the agreement will be presented to the Oversight Board for concurrence. The Oversight Board’s approval will be evidenced by a resolution that will be submitted to DOF and, per the HSC, is subject to DOF’s review. That resolution will include or refer to a staff report which describes with greater particularity, once more facts are known, how the proceeds of sale will be distributed. As noted in Section I – Introduction of the LRPMP, the LRPMP provides that proceeds of the sale may be used for enforceable obligations and/or distributed as property tax to the taxing entities through the County Auditor-Controller. The need to retain some or all of the proceeds of sale for enforceable obligations will depend on whether there is a short-fall in RPTTF in the ROPS cycle during which the escrow is anticipated to close. If a short-fall were to occur in the RPTTF at that time, then all or a portion of the sale proceeds should be used to fulfill an enforceable obligation with any remaining sale proceeds then distributed as property tax to the taxing entities through the County Auditor-Controller. If there is not a short-fall in RPTTF at the time of close of escrow, then land sale proceeds would be distributed as property tax to the taxing entities through the County Auditor-Controller in a manner described at the time of Oversight Board approval as to a



Site No. 45: E. Cooley Avenue Industrial Property

particular property sale. Since it is impossible to foresee when and if a short-fall in the RPTTF may occur, or when the property will be sold, the use of the sale proceeds cannot be specifically determined at this time and, therefore, cannot be stated with greater particularity in the LRPMP. However, it is clear that at the time a sale takes place, the sale will be brought back to the Oversight Board and will be subject to review.

EXHIBIT "B"

**Cooley Properties, L.P.
November 29, 2016
Purchase Offer Letter**

(See Attachment)

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Letter of Intent to Purchase Real Estate

This letter covers the basic price and terms that the undersigned, Raymer Properties, L.P. agrees to purchase the property located at: PARCEL NO. 5 OF PARCEL MAP NO. 4781, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 48 OF PARCEL MAPS, PAGE 87, RECORDS OF SAID COUNTY. APN: 0281-031-52 and 0281-021-30

PURCHASE PRICE \$373,000.00

FINANCING: CASH OFFER

CONTINGENCIES: None

PURCHASE AGREEMENT: Within 15 days of acceptance of this basic agreement, buyer and seller agree to formalize their understanding by completing and signing a standard purchase contract.

This letter is written with the understanding that no party will be bound by any of the terms of this agreement unless and until the standard form mentioned above covering all the foregoing matters and such additional consideration as any of us deem appropriate has been executed by both parties.

This letter of intent shall expire within 60 days of the date signed below.

SELLER

BUYER

Successor Agency to the Redevelopment Agency of the City of San Bernardino, a public body, corporate and politic

Cooley Properties, L.P., a California limited partnership

By: Chartwell Management Corp., a Nevada corporation, General Partner

By: _____

By: Robert Charton

Printed Name: _____

Printed Name: Robert Charton

Title: _____

Title: Vice-President

Address for Notices: _____

Address for Notices: 7040 Avenida Encinas Suite
104-519 Carlsbad, California 92011

Fax Number: _____

Fax Number: (858) 756-6832

Email Address: _____

Email Address: robert.cmgt@gmail.com

Date of Seller's Signature: _____

Date of Buyer's Signature: 11/29/2016

**Purchase and Sale Agreement and Joint Escrow Instructions
Between the
Successor Agency to the Redevelopment Agency of the City of San Bernardino
And
Cooley Properties, L.P.

(See Attachment)**

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PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

SELLER: Successor Agency to the Redevelopment Agency
of the City of San Bernardino

BUYER: Cooley Properties, L.P., a California limited
partnership

DATED: January 9, 2017

(Parcel No. 5 of Parcel Map No. 4781, APN 0281-031-52 and 0281-021-30)

BASIC TERMS

Buyer: Cooley Properties, L.P., a California limited partnership

Buyer's Address: Cooley Properties, L.P., a California limited partnership
Attention: Robert Charton
7040 Avenida Encinas, Suite 104-519
Carlsbad, CA 92011
Email address: Robert.cmgt@gmail.com
Tel. (760) 683-9055
Fax: (858) 756-6832

City: The City of San Bernardino

Closing Contingency Date: May 10, 2017

Closing Date (or Closing) Estimated to occur by May 18, 2017, but not later than the Outside Date

Deed: A grant deed in the form of Exhibit B hereto

Effective Date: January 9, 2017

Escrow Holder: First American Title Insurance Company
1855 West Redlands Blvd., Suite 100
Redlands, CA 92373
Tel: (909) 380-8776
Fax: (866) 232-4615
Attention: Cheryl Zanini, Escrow Branch Manager/Escrow Officer
(direct: (909) 380-8776; email: czanini@firstam.com
(or another escrow holder mutually acceptable to Buyer and Seller)

Independent
Consideration Amount: Two Hundred Dollars (\$200.00)

Outside Date: June 8, 2017; provided that such date may be extended by mutual writing agreement by Seller and Buyer

Purchase Price: Three-Hundred Seventy-Three Thousand Dollars (\$373,000.00).

Real Property: That property described in Exhibit A hereto; the subject property is sometimes referred to as APN 0281-031-52 and 0281-021-30

Seller: Successor Agency to the Redevelopment Agency of the City of San Bernardino

Seller's Address: 300 N. "D" Street
San Bernardino, California 92418-0001
Attention: Mark Scott, City Manager
Tel. (909) 384-5122
Fax: (909) 384-5138
Email: Scott_Ma@sbcity.org

Soil and Title Contingency
Date:

April 10, 2017

Title Company:

First American Title Insurance Company
1855 West Redlands Blvd., Suite 100
Redlands, CA 92373
Tel: (909) 380-8726
Attention: Tammy Kerr, Senior California Title Officer
(direct: (909) 380-8726; email: tkerr@firstam.com)
(or another title insurer mutually acceptable to Buyer and Seller)

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

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** (“Agreement”) is made and entered into as of January 9, 2017 (the “Effective Date”) by and between Seller and Buyer.

RECITALS

A. Seller is the fee owner of the Real Property. The Real Property is unimproved. Most of the Real Property is unusable for commercial purposes as it is either part of the embankment or river bed of the adjacent Santa Ana River, portions of which are included within an easement area affecting the Real Property held by the County of San Bernardino for the Santa Ana River Trail (the “SART Easement”). The Real Property’s net usable area is approximately 1.91 acres. Buyer acknowledges that the Real Property is encumbered with the SART Easement.

B. Buyer, currently owns the land and building located at 1475 Cooley Court (“Cooley Court Site”), which abuts the Real Property. Greenbrier Rail Services (“Greenbrier”) currently leases the Cooley Court Site and the Real Property for their business operations (i.e., the refurbishment of rail car wheels). Greenbrier provides employment of between 36-75 highly skilled workers (the number varies depending on the orders they receive) at their facilities located at the Cooley Court Site and the Real Property. Greenbrier’s current lease for the Cooley Court Site is effective through May 31, 2022 (the “Greenbrier Lease”).

C. Greenbrier’s lease with the Successor Agency for the Real Property expired on October 31, 2015. To allow time for the Buyer to acquire the Real Property and to amend its lease with Greenbrier to include the Real Property, the Successor Agency has permitted Greenbrier to hold-over on a month-to-month basis. Buyer intends to amend the Greenbrier Lease to include the Real Property to ensure that Greenbrier’s business operations continue at the two sites and ultimately to extend Greenbrier’s tenancy, which amendment shall be in form and substance reasonably satisfactory to Buyer and Seller.

D. Seller has offered to sell to Buyer the Real Property described herein for the price and subject to the terms set forth below. Buyer has considered the offer by Seller and agrees to buy from Seller the Real Property, as more specifically described below.

E. In addition to the Purchase Price, a material consideration to Seller in agreeing to sell the Real Property to Buyer pursuant to this Agreement and but for which Seller would not have agreed to enter into this Agreement or sell the Real Property to Buyer, Buyer has:

- (i) Agreed to pay to Seller the Independent Consideration Amount;
- (ii) Agreed to amend the Greenbrier Lease to include the Real Property; and
- (iii) Agreed to the provisions set forth in Section 15 hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Purchase and Sale.** Seller hereby agrees to sell the Real Property to Buyer, and Buyer hereby agrees to purchase the Real Property from Seller, on the terms and conditions set forth in this Agreement. The term Real Property is defined collectively as the following:

(a) The fee interest in the Real Property to be conveyed by a grant deed in the form of the Deed; and

(b) All personal property, equipment, supplies, and fixtures owned by Seller and located at the Real Property.

2. **Payment of Consideration.** As consideration for the sale of the Real Property from Seller to Buyer, Buyer shall, at the Closing (as defined below), pay to Seller the Purchase Price for the Real Property. Upon payment of the Purchase Price (less any adjustments made to clear liens and to defray Seller's costs of sale including, but not limited to, the preparation of legal documents and validation of the purchase price incurred by the City of San Bernardino and the Seller's share of closing costs), the use of sales proceeds by Seller is a matter with which Buyer is not concerned.

3. **Escrow and Independent Consideration.**

(a) **Opening of Escrow.** For the purposes of this Agreement, the escrow ("Escrow") shall be deemed opened ("Opening of Escrow") on the date that Escrow Holder receives a copy of this Agreement fully executed by Buyer and Seller. Buyer and Seller shall use their best efforts to cause the Opening of Escrow to occur on or before five (5) business days after the Effective Date. Escrow Holder shall promptly notify Buyer and Seller in writing of the date of the Opening of Escrow. This Agreement will constitute escrow instructions to the Escrow Holder. Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions or other instruments reasonably required by Escrow Holder to consummate the transaction contemplated by this Agreement; provided, however, that no such instruments shall be inconsistent or in conflict with, amend or supersede any portion of this Agreement. If there is any conflict or inconsistency between the terms of such instruments and the terms of this Agreement, then the terms of this Agreement shall control. Without limiting the generality of the foregoing, no such instruments shall extinguish any obligations imposed by this Agreement or any other agreement between Seller and Buyer.

(b) **Independent Consideration.** Within two (2) days after the Effective Date, Buyer shall pay to Seller the Independent Consideration Amount to be retained by Seller as non-refundable independent consideration. The Independent Consideration Amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and Seller holding the Real Property off the market for a period commencing as of the Effective Date and continuing until the Outside Date and for the rights and privileges granted to Buyer herein, including any and all rights granted to Buyer to terminate this Agreement under the circumstances provided for herein. Notwithstanding anything to the contrary contained in this Agreement, the Independent Consideration Amount shall be non-refundable in all events, except for (i) Seller's default hereunder, (ii) the failure of the Oversight Board to approve the sale of the Real Property as provided under this Agreement, and (iii) actions by the California Department of Finance ("DOF")

which prevent the disposition of the Real Property to Buyer as provided under this Agreement. If the Closing occurs, a credit shall be applied to the Purchase Price based upon payment of the Independent Consideration Amount.

(c) Closing. For purposes of this Agreement, the "Closing" or "Closing Date" shall be the date the Deed (as defined below) is recorded pursuant to applicable law in the county in which the Real Property is located. Unless changed in writing by Buyer and Seller, the Closing shall occur on the Closing Date, or as soon thereafter as the conditions precedent to closing are satisfied pursuant to Sections 6 and 7 of this Agreement. If the Closing has not, for any reason, occurred by the Closing Date, then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the outside Closing Date (i.e. the Outside Date); provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party.

4. Seller's Delivery of Real Property and Formation Documents. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer the following items (collectively, the Property Documents"):

(a) Such reasonable proof of Sellers' authority and authorization to enter into this Agreement and to consummate this transaction consistent with the terms of this Agreement, including without limitation approval of the Oversight Board of the sale of the Real Property by Seller to Buyer.

(b) To the extent in the possession of Seller or persons under Seller's control, any environmental impact reports, "Phase I" or "Phase II" reports, or environmental site assessments concerning Hazardous Materials (as defined below) on the Real Property, complaints or notices of the presence of Hazardous Materials on the Real Property, geological surveys, soil tests, engineering reports, inspection results, complaints, or notices received regarding the safety of the Real Property.

(c) To the extent in the possession of Seller, all materials related to pending or threatened litigation involving the Real Property, including correspondence, complaints, court orders, settlements, and judgments to the extent such matters are within the actual knowledge of the Executive Director of the Successor Agency, no investigation with respect thereto having been undertaken.

(d) All contract, agreement or instrument to which Seller is a party pertaining to the Real Property.

In addition, Seller shall cause Escrow Holder to obtain and deliver to Buyer a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") within twenty (20) calendar days after the Opening of Escrow, but in no event later than the thirtieth (30th) day after the Effective Date.

5. Buyer's Right of Entry. From and after the Opening of Escrow through the earlier to occur of the termination of this Agreement or the Soil and Title Contingency Date, or as

otherwise agreed in writing by Seller prior to entry is effected, Buyer and Buyer's employees, agents, consultants and contractors shall have the right to enter upon the Real Property during normal business hours, provided reasonable prior notice has been given to Seller.

(a) Investigation of the Real Property. In addition to the foregoing, the Buyer shall have the right, at its sole cost and expense, prior to the Soil and Title Contingency Date, to make such evaluations, inspections, tests or investigations as Buyer deems necessary or appropriate, including any "Phase 1" or "Phase 2" investigations of the Real Property. If, based upon such evaluations, inspections, tests or investigations, Buyer determines that it, in its sole discretion, does not wish to proceed with purchase of the Real Property based upon the condition of the Real Property, Buyer may cancel this Agreement by giving written notice of termination to Seller on or before the Soil and Title Contingency Date. If Buyer does not cancel this Agreement by the time allowed under this Section 5, Buyer shall be deemed to have approved the evaluations, inspections and tests as provided herein and to have elected to proceed with this transaction on the terms and conditions of this Agreement. Seller shall be provided a copy of all reports and test results provided by Buyer's environmental consultant promptly after receipt by the Buyer of any such reports and test results without any representation or warranty as to their accuracy or completeness; provided however, Buyer will not be required to deliver any such reports or test results if the written contract which Buyer entered into with the environmental consultant who prepared such report or test results specifically forbids the dissemination of the report or test results to others.

Buyer shall bear all costs, if any, associated with restoring the Real Property to substantially the same condition prior to its testing by or on behalf of Buyer if requested to so do by Seller but excluding any latent defects or Hazardous Materials (as defined below) discovered by Buyer during its investigation of the Real Property. Buyer agrees to indemnify, protect, defend (with counsel satisfactory to Seller) and hold Seller and the Real Property free and harmless from and against all costs, claims, losses, liabilities, damages, judgments, actions, demands, attorneys' fees or mechanic's liens arising out of or resulting from any entry or activities on the Real Property by Buyer, Buyer's agents, contractors or subcontractors and the contractors and subcontractors of such agents, but in no event shall the indemnity of this Section include the discovery of pre-existing conditions by Buyer or any such liabilities, costs, etc. arising from the negligence or willful misconduct of Seller and/or its consultants. The indemnity obligations of Buyer set forth in this Section 5(a) shall survive any termination of this Agreement or the Close of Escrow.

"Hazardous Materials" means any substance, material, or waste which is or becomes regulated by any local governmental authority, the County, the State of California, regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4,

Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §6901 et seq.

(b) No Warranties as To the Real Property. The physical condition and possession of the Real Property, is and shall be delivered from Seller to Buyer in an “as is” condition, with no warranty expressed or implied by Seller, including without limitation, the presence of Hazardous Materials or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Real Property for development purposes. In addition, Seller makes no representations, warranties or assurances concerning the Real Property, its suitability for any particular use or with regard to the approval process for entitlements as to the Real Property.

(c) Buyer Precautions after Closing. Upon and after the Closing, Buyer shall comply with all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Real Property is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Real Property (“Governmental Requirements”) with respect to Hazardous Materials.

6. Buyer’s Conditions Precedent and Termination Right.

(a) Conditions Precedent. The Closing and Buyer’s obligation to consummate the purchase of the Real Property under this Agreement are subject to the timely satisfaction or written waiver of the following conditions precedent (collectively, “Buyer’s Contingencies”), which are for Buyer’s benefit only.

(i) Title Review. Within twenty (20) calendar days after the Opening of Escrow, but in no event later than the thirtieth (30th) day after the Effective Date, Seller shall cause the Title Company to deliver to Buyer a preliminary title report (the “Report”) describing the title to the Real Property, together with copies of the plotted easements and the exceptions (the “Exceptions”) set forth in the Report; provided that the cost of the Report shall be borne by Seller. Seller acknowledges that the Buyer’s Title Policy shall include an endorsement against the effect of any mechanics’ liens; Seller will provide such indemnity or other assurances as necessary to induce the Title Company to provide such endorsement. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer’s sole discretion, any matters of title disclosed by the following (collectively, the “Title Documents”): (i) the Report; (ii) the Exceptions; (iii) the legal description of the Real Property and (iv) any survey Buyer desires to obtain at Buyer’s sole cost and expense. Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. Seller shall, on or before the Closing, remove all deeds of trust, mortgages, and delinquent taxes (but not the lien for any real property taxes or assessments not yet delinquent).

(ii) Buyer’s Title Policy. On or before the Closing, the Title Company shall, upon payment (by Seller in accordance with Section 10(a)) of the Title Company’s premium, have agreed to issue to Buyer, a standard ALTA owner’s policy of title insurance insuring only as to matters of record title (“Standard Buyer’s Title Policy”) in the amount of the Purchase Price

showing fee title to the Real Property vested solely in Buyer and subject only to the (i) the standard, preprinted exceptions to Buyer's Title Policy; (ii) liens to secure payment of real estate taxes or assessments not yet delinquent; (iii) matters affecting the Real Property created by or with the written consent of Buyer; and (iv) those matters specifically approved in writing by Buyer. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a standard ALTA policy (such as an owner's extended coverage ALTA policy); provided, however, that Buyer's ability to obtain such extended coverage shall not be a Buyer's Contingency and Buyer's obligations hereunder shall in no way be conditioned or contingent upon obtaining such extended coverage. Buyer shall have sole responsibility for obtaining, and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage.

In the event Buyer enters into a loan agreement to generate moneys to purchase the Real Property from Seller under this Agreement, Buyer and not Seller shall be responsible for the title insurance, closing costs and any other costs, fees or expenses in relation to Buyer obtaining such loaned moneys. The sale shall be all cash to Seller.

(iii) Inspections and Studies. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer's sole and absolute discretion, the results of any physical and legal inspections, investigations, tests and studies Buyer elects to make or obtain, including, but not limited to, investigations with regard to zoning, building codes and other governmental regulations; engineering tests; soils, seismic and geologic reports; environmental audits, inspections and studies; environmental investigation or other invasive or subsurface testing; and any other physical or legal inspections and/or investigations as Buyer may elect to make or obtain. For the avoidance of doubt, if Buyer fails to give such written notice on or before the Soil and Title Contingency Date, Buyer will be deemed to have elected to terminate this Agreement.

(iv) Natural Hazard Report. Within twenty (20) calendar days after the Opening of Escrow, but in no event later than the thirtieth (30th) day after the Effective Date, Seller shall cause the Escrow Holder to provide to Buyer prior to the Soil and Title Contingency Date the Natural Hazard Report described at Section 8(a)(iii) of this Agreement; provided that Buyer shall bear the cost to prepare such Natural Hazard Report.

(v) Property and Formation Documents. On or before the Soil and Title Contingency Date, Buyer shall have approved in writing, in Buyer's sole discretion, the terms, conditions and status of all of the Property Documents.

(vi) Delivery of Documents. Seller's delivery of all documents described in Section 8, below.

(vii) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and correct as of the date made and materially true and correct as of the Closing.

(viii) Title Company Confirmation. The Title Company shall have confirmed that it is prepared to issue the Buyer's Title Policy consistent with the provisions of this Agreement.

(ix) Oversight Board and DOF Approval. The Oversight Board and, if required as a condition of the issuance of title insurance or by either party hereto, approval by DOF, shall have been given as to the disposition of the Real Property by Seller to Buyer under this Agreement.

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

(xi) Amended Greenbrier Lease. Buyer shall have amended the Greenbrier Lease in the manner described in Recital C, and specifically including a waiver by Greenbrier as to any claims for relocation benefits and/or relocation advisory assistance, which waiver shall be enforceable by each of Seller, Buyer and the City of San Bernardino, to become effective as of the Closing, which amendment shall be in form and substance reasonably satisfactory to Buyer.

(xii) Greenbrier Quitclaim Deed. In connection with the Memorandum of the Greenbrier Lease required by Seller pursuant to this Agreement, Greenbrier must deliver to Buyer a duly executed and notarized quitclaim deed in recordable form reasonably satisfactory to Buyer. Such quitclaim deed will release and re-convey to Buyer all right, title, and interest of Greenbrier in the Cooley Court Site and Real Property upon the expiration or earlier termination of the Amended Greenbrier Lease. Buyer will be expressly entitled to hold such quitclaim deed and to permit the quitclaim deed to be recorded upon the expiration or earlier termination of the Amended Greenbrier Lease.

(xiii) No Default. As of the Closing, Seller shall not be in default in the performance of any material covenant or agreement to be performed by Seller under this Agreement.

(b) Termination Right. Each of paragraphs (b) (i) and (ii) below shall operate independently and each shall entitle the respective party to terminate this Agreement, as follows:

(i) If the Independent Consideration Amount is not paid by Buyer to Seller by the time set forth therefor in Section 3(b) of this Agreement, then Seller may terminate this Agreement by giving notice thereof to Buyer.

(ii) If any of Buyer's Contingencies not be met by the Closing Contingency Date, Buyer may, by written notice to Seller, terminate this Agreement.

If this Agreement so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer, unless Seller is in default hereunder, in which case Seller shall pay all such fees. If the Agreement has not been terminated pursuant to (i) or (ii) of this Section 6(b) and Buyer has neither terminated this Agreement in writing ("Termination Notice") on or before 5:00 p.m. on the Monday preceding the scheduled Closing ("Termination Notice Deadline"), then all such Buyer's Contingencies shall be deemed to have been satisfied and this Agreement shall continue pursuant to its terms. If Buyer has not delivered a Termination Notice as the items set forth in Sections 6(a)(i)-(xiii) inclusive, prior to the Termination Notice Deadline, such Buyer's Contingencies shall be deemed to have been satisfied.

If this Agreement is terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer, unless Seller is in default hereunder, in which case Seller shall pay all such fees.

(c) Seller's Cure Right. Buyer shall notify Seller, in Buyer's Termination Notice, of Buyer's disapproval or conditional approval of any Title Documents. Seller shall then have the right, but not the obligation, to (i) remove from title any disapproved or conditionally approved Exception(s) (or cure such other title matters that are the basis of Buyer's disapproval or conditional approval of the Title Documents) within five (5) business days after Seller's receipt of Buyer's Termination Notice, or (ii) provide assurances reasonably satisfactory to Buyer that such Exception(s) will be removed (or other matters cured) on or before the Closing. With respect to any such Exception, it shall be sufficient for purposes hereof for Seller to commit in writing, within the applicable period, to remove such Exception at or before the Closing. Seller's failure to remove such Exception after committing to do so shall be a default hereunder. An Exception shall be deemed removed or cured if Seller furnishes Buyer with evidence that the Title Company will issue the Buyer's Title Policy, as defined herein, at the Closing deleting such Exception or providing an endorsement (at Seller's expense) reasonably satisfactory to Buyer concerning such Exception. If Seller cannot or does not remove or agree to remove any of the disapproved Exception(s) (or cure other matters) within such five (5) business day period, Buyer shall have three (3) business days after the expiration of such five (5) business day period to give Seller written notice that Buyer elects to proceed with the purchase of the Real Property subject to the disapproved Title Document(s), it being understood that Buyer shall have no further recourse against Seller for such disapproved Title Exception(s). For the avoidance of doubt, if Buyer fails to give such notice within such three (3) business day period, Buyer will be deemed to have elected to terminate this Agreement.

7. Seller's Conditions Precedent and Termination Right. The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver of the following condition precedent ("Seller's Contingencies"), which are for Seller's benefit only:

(a) Completion of Title Review. Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has completed its review of title and that the condition of title satisfactory.

(b) Confirmation Concerning Site. Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has reviewed the condition of the Real Property, including without limitation concerning Hazardous Materials, zoning and suitability, and approves the condition of the Real Property.

(c) Confirmation Regarding Buyer's Title Policy. Seller shall have received written confirmation from Buyer on or before the Soil and Title Contingency Date that Buyer has approved a pro forma title policy.

(d) Liens. Seller shall have obtained the consent of any lien holder to the release of such liens prior to or concurrent with Closing.

(e) Oversight Board and DOF Approval. The approval by the Oversight Board and DOF shall have been given as to the disposition of the Real Property by Seller to Buyer under this Agreement.

(f) Amended Greenbrier Lease. Buyer shall have amended the Greenbrier Lease in the manner described in Recital C, and specifically including a waiver by Greenbrier as to any claims for relocation benefits and/or relocation advisory assistance, which waiver shall be enforceable by each of Seller, Buyer and the City of San Bernardino, to become effective as of the Closing, which amendment shall be in form and substance reasonably satisfactory to Seller.

(g) Delivery of Documents. Buyer's delivery of all documents described in Section 9(a), below.

Should any of Seller's Contingencies not be met by the respective times set forth for the satisfaction for such contingency, Seller may, by written notice to Buyer, terminate this Agreement; such termination rights shall be in addition to those termination rights of Seller as set forth in Section 6(b)(i). If this Agreement is so terminated, then (except to the extent expressly allocated to one party hereto by this Agreement) any escrow, title or other cancellation fees shall be paid by Buyer.

8. Seller's Deliveries to Escrow Holder.

(a) Seller's Delivered Documents. At least one (1) business day prior to the Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following items, duly executed and, where appropriate, acknowledged ("Seller's Delivered Items"):

(i) Deed. The Deed.

(ii) FIRPTA/Tax Exemption Forms. The Transferor's Certification of Non-Foreign Status in the form attached hereto as Exhibit C (the "FIRPTA Certificate"), together with any necessary tax withholding forms, and a duly executed California Form 593-C, as applicable (the "California Exemption Certificate").

(iii) Hazard Disclosure Report. Consistent with the terms of this Agreement, Seller shall cause Escrow Holder to obtain and deliver to Buyer, at Seller's cost, a Natural Hazard Report as provided for under Sections 1102 and 1103 of the California Civil Code (the "Natural Hazard Report") before the Closing.

(iv) Possession of Real Property. Possession of the Real Property free of any tenancies or occupancy.

(v) Authority. Such evidence of Seller's authority and authorization to enter into this Agreement and to consummate this transaction .

(vi) Final Escrow Instructions. Seller's final written escrow instructions to close escrow in accordance with the terms of this Agreement.

(vii) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company which are consistent with the terms of this Agreement.

(b) Failure to Deliver. Should any of Seller's Delivered Items not be timely delivered to Escrow, Buyer may, by written notice to Seller, terminate this Agreement; provided, however, that Buyer may (but shall not be obligated to) in such notice provide Seller with five (5) business days to deliver all of Seller's Delivered Items. If Buyer's notice provides Seller such five (5) business days to deliver Seller's Delivered Items, and if Seller's Delivered Items are not delivered within such period, then this Agreement shall automatically terminate without further action or notice. In the event of any such termination, any cash deposited by Buyer shall immediately be returned to Buyer. Under no circumstances shall Buyer have any responsibility to or duty to pay consultants or real estate brokers retained by Seller, Seller being solely responsible in connection with any such contractual arrangements of Seller.

9. Buyer's Deliveries to Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deposit or cause to be deposited with Escrow Holder the following, each duly executed and acknowledged, by Buyer as appropriate ("Buyer's Delivered Items"):

(a) Purchase Price. The Purchase Price, less amounts which Seller confirms in writing to Escrow Holder were theretofore paid to Seller as the Independent Consideration Amount, together with additional funds as are necessary to pay Buyer's closing costs set forth in Section 10(b) herein. In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code, as evidenced by the delivery at Closing of the California Exemption Certificate duly executed by Seller, Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer for payment to the California Franchise Tax Board in accordance with Section 11(b) hereof. In the event Seller is not exempt from such withholding or does not otherwise deliver the California Exemption Certificate at Closing, Buyer shall execute and deliver three (3) originals of California Form 593 to Title Company at or immediately after Closing.

(b) Change of Ownership Report. One (1) original Preliminary Change of Ownership Report.

(c) Final Escrow Instructions. Buyer's final written escrow instructions to close escrow in accordance with the terms of this Agreement.

(d) Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and to consummate the transaction contemplated hereby as may be reasonably requested by Seller or the Title Company.

(e) Moneys for Buyer's Real Estate Broker. Buyer shall deposit any moneys due and payable to any broker retained by Buyer in connection with the sale of the Real Property by Seller to Buyer.

(f) Amended Greenbrier Lease. One fully executed copy of the Amended Greenbrier Lease that includes the Real Property, which Amended Greenbrier Lease shall be in form and substance reasonably satisfactory to Seller, to become effective as of the Closing, together with a copy of a memorandum of lease ("Memorandum") in form reasonably acceptable to Seller to be recorded at Closing.

(g) Further Documents or Items. Any other documents or items reasonably required to close the transaction contemplated by this Agreement as determined by the Title Company.

10. Costs and Expenses.

(a) Seller's Costs. If the transaction contemplated by this Agreement is consummated, then Seller shall be debited for and bear the following costs: (i) costs and charges associated with the removal of encumbrances; (ii) Seller's share of prorations; (iii) the premium for a Standard Buyer's Title Policy with coverage in the amount of the Purchase Price; (iv) documentary recording fees, if any; (v) documentary transfer tax, if any; (vi) one half of the escrow charges; and (vii) costs, if any, allocable to Seller under this Agreement and costs for such services as Seller may additionally request that Escrow perform on its behalf (which foregoing items collectively constitute "Seller's Costs and Debited Amounts").

(b) Buyer's Costs. If the transaction contemplated by this Agreement is consummated, then Buyer shall bear the following costs and expenses: (i) Buyer's share of prorations, (ii) the premium for title insurance other than or in excess of a Standard Buyer's Title Policy based on the Purchase Price, and, if applicable, the cost for any survey required in connection with the delivery of an ALTA owner's extended coverage policy of title insurance; (iii) one half of escrow charges; (iv) recording and other costs of closing; (v) costs, if any, for such services as Buyer may additionally request that Escrow perform on its behalf; and (vi) any costs associated with Buyer borrowing money in order to pay to Seller the Purchase Price (collectively, "Buyer's Costs and Debited Amounts").

(c) Generally. Each party shall bear the costs of its own attorneys, consultants, and real estate brokers in connection with the negotiation and preparation of this Agreement and the consummation of the transaction contemplated hereby. Buyer represents to Seller that Buyer and not Seller shall be solely responsible for payment in connection with the services of any consultants, finders or real estate brokers engaged by Buyer in connection with the purchase of the Real Property from the Seller. Seller represents to Buyer that Seller has not engaged the services of any consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer.

11. Prorations; Withholding.

(a) All revenues (if any) and expenses relating to the Real Property (including, but not limited to, property taxes, utility costs and expenses, water charges and sewer rents and refuse collection charges) shall be prorated as of the Closing Date; provided that all delinquent taxes shall be satisfied at the expense of Seller. Not less than five (5) business days prior to the Closing, Seller shall deliver to Buyer a tentative schedule of prorations for Buyer's approval (the "Proration and Expense Schedule"). If any prorations made under this Section shall require final adjustment after the Closing, then the parties shall make the appropriate adjustments promptly when accurate information becomes available and either party hereto shall be entitled to an adjustment to correct the same. Any corrected or adjustment proration shall be paid promptly in cash to the party entitled thereto.

(b) In the event Seller does not qualify for an exemption from California withholding tax under Section 18662 of the California Revenue and Taxation Code (the "Tax

Code”) as evidenced by the delivery to Buyer at Closing of the California Exemption Certificate duly executed by Seller, (i) Title Company shall withhold three and one-third percent (3-1/3%) of the Purchase Price on behalf of Buyer at Closing for payment to the California Franchise Tax Board in accordance with the Tax Code, (ii) Buyer shall deliver three (3) duly executed copies of California Form 593 to Title Company at or immediately after Closing, (iii) two (2) copies of California Form 593 shall be delivered by Title Company to Seller, and (iv) on or before the 20th day of the month following the month title to the Real Property is transferred to Buyer (as evidenced by the recording of the Grant Deed), Title Company shall remit such funds withheld from the Purchase Price, together with one (1) copy of California Form 593 to the California Franchise Tax Board on behalf of Buyer. Buyer and Seller hereby appoint Title Company as a reporting entity under the Tax Code, authorized to withhold and remit the withholding tax contemplated under the Tax Code, together with such other documents required by the Tax Code (including, without limitation, California Form 593), to the California Franchise Tax Board.

12. Closing Procedure. When the Title Company is unconditionally prepared (subject to payment of the premium therefor) to issue the Buyer’s Title Policy and all required documents and funds have been deposited with Escrow Holder, Escrow Holder shall immediately close Escrow in the manner and order provided below.

(a) Recording. Escrow Holder shall cause the Deed and the Memorandum to be recorded pursuant to applicable law in the county in which the Real Property is located and obtain conformed copies thereof for distribution to Buyer and Seller.

(b) Disburse Funds. Escrow Holder shall debit or credit (as provided herein) all Buyer’s Costs and Debited Amounts, Seller’s Costs and Debited Amounts and General Expenses, prorate matters and withhold funds as provided herein. The Purchase Price, less any applicable debits or credits (including any liens as to which such liens and the amount to satisfy such liens shall have been confirmed in writing by Seller to Escrow Holder) shall be distributed by check payable to Seller unless Escrow Holder is instructed otherwise in writing signed by Seller (and, in such event, in accordance with such instructions). Seller authorizes Escrow Holder to request demands for payment and to make such payments from the Purchase Price (or such other funds, if any, as are advanced by Seller) to defray the cost of removing deeds of trust, liens and other encumbrances (but not for obligations of Buyer). Escrow Holder shall disburse on behalf of Buyer such moneys as are deposited by Buyer (in addition to the Purchase Price and Buyer’s share of closing costs) as the commission for Buyer’s real estate broker, if any (unless Buyer’s real estate broker shall deliver a written statement to Escrow Holder which indicates that Buyer has arranged to pay Buyer’s Real Estate Broker outside escrow and that payment of such remuneration is a matter with respect to which Escrow Holder and Seller need not be concerned).

(c) Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Deed, and documents, if any, recorded on behalf of any lender, as duly recorded among the official land records of the County of San Bernardino, and a copy of each other document (or copies thereof) deposited into Escrow by Buyer pursuant hereto.

(d) Documents to Buyer. Escrow Holder shall deliver to Buyer the original FIRPTA Certificate, the original California Exemption Certificate (as applicable), and a conformed copy of each of the Deed as duly recorded among the official land records of the County of San Bernardino, the Natural Hazard Report, and each other document (or copies thereof) deposited into

Escrow by Seller pursuant hereto, including, without limitation, those documents referenced in Section 8.

(e) Title Company. Escrow Holder shall cause the Title Company to issue the Buyer's Title Policy to Buyer.

(f) Closing Statement. Escrow Holder shall forward to both Buyer and Seller a separate accounting of all funds received and disbursed for each party.

(g) Informational Reports. Escrow Holder shall file any information reports required by Internal Revenue Code Section 6045(e), as amended.

(h) Possession. Possession of the Real Property shall be delivered to Buyer at the Closing.

13. Representations and Warranties.

(a) Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Real Property, Seller makes the following representations and warranties as of the Effective Date and as of the Closing, each of which is material and is being relied upon by Buyer (and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder), and all of which are material inducements to Buyer to enter into this Agreement (and but for which Buyer would not have entered into this Agreement) and shall survive Closing:

(i) Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated subject to the approval of the Oversight Board and, as may be applicable, DOF.

(ii) Subject to the approval of the Oversight Board and, as may be applicable, DOF, all requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) Subject to the approval of the Oversight Board and, as may be applicable, DOF, the individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

(iv) Neither the execution or delivery of this Agreement or the documents or instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement or the documents or instruments referenced herein or therein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreement or instrument to which Seller is a party or that affect the Real Property, including, but not limited to, any of the Title Documents or the Property Documents.

(v) There is no pending litigation nor, to the best knowledge of the Executive Director of the Successor Agency, threatened litigation, which does or will adversely affect the right of Seller to convey the Real Property. There are no claims which have been received by Seller that have not been disclosed to Buyer.

(vi) Seller has made no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Real Property, or any part hereof, or any interest therein, which will survive the Closing.

(vii) There are no leases or rental agreements in effect as to the Real Property, other than the month-to-month tenancy of Greenbrier.

(viii) To the best knowledge of the Executive Director of the Successor Agency, Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party pertaining to the Real Property.

(ix) To the best knowledge of the Executive Director of the Successor Agency, there are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Real Property for work performed or commenced for Seller or on Seller's behalf prior to the date of this Agreement.

(x) To the best knowledge of the Executive Director of the Successor Agency, there are no undisclosed contracts, licenses, commitments, undertakings or other written or oral agreements for services, supplies or materials concerning the use, operation, maintenance, or management of the Real Property that will be binding upon Buyer or the Real Property after the Closing. To the best knowledge of the Executive Director of the Successor Agency, there are no oral contracts or other oral agreements for services, supplies or materials, affecting the use, operation, maintenance or management of the Real Property.

(xi) There are not as of the Effective Date, nor will there be as of the Closing, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Real Property or any part thereof, other than the month-to-month tenancy of Greenbrier, and no person other than Buyer shall have any right of possession to the Real Property or any part thereof as of the Closing.

(xii) No person, excepting Seller, has possession or any rights to possession of the Real Property or portion thereof, other than the month-to-month tenancy of Greenbrier.

(b) Subsequent Changes to Seller's Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the "Seller Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller's representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement,

Seller's representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

(c) Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Real Property, Buyer makes the following representations and warranties as of the date hereof and at and as of the Closing, each of which is material and is being relied upon by Seller (and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder), and all of which shall survive Closing:

(i) Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(ii) All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein; and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transaction contemplated hereby.

(iii) The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(iv) Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor incurring the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreement or instrument to which Buyer is a party or by which any of Buyer's properties are bound.

(d) Subsequent Changes to Buyer's Representations and Warranties. If, prior to the Closing, Seller or Buyer should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Buyer set forth herein incorrect or untrue in any respect (collectively, the "Buyer's Representation Matter"), then the party who has learned, discovered or become aware of such Buyer's Representation Matter shall promptly give written notice thereof to the other party and Buyer's representations and warranties shall be automatically limited to account for the Buyer's Representation Matter. Seller shall have the right to approve or disapprove any such change and to terminate this Agreement by written notice to Buyer if Seller reasonably disapproves any such change. If Seller does not elect to terminate this Agreement, Buyer's representation shall be qualified by such Buyer's Representation Matter and Buyer shall have no obligation to Seller for such Buyer's Representation Matter.

14. Fair Value Price. The \$373,000 Purchase Price is equal to the average of the Successor Agency's Estimated Current Value, as described in the narrative for Site No. 45: E. Cooley Avenue Industrial Property (pages 210-214) in the Successor Agency's approved Long-Range Property Management Plan (i.e., \$372,000) and the market value opinion determined by Empire Valuation and Advisory Services, Inc. in its appraisal dated July 13, 2016 (i.e., \$374,000). Therefore, each of Buyer and Seller believes that the Purchase Price represents a fair value price for the Real Property.

This Agreement does not require that Buyer undertake any improvements to the Real Property. At such time, if any, as Buyer makes improvements to the Real Property, the costs for planning, designing, and constructing such improvements shall be borne exclusively by the Buyer and the Buyer shall construct or cause to be constructed such improvements in co standard, and wage rate requirements to the extent such labor and wage requirements are applicable.

Buyer, including but not limited to its contractors and subcontractors, shall be responsible to comply with Labor Code Section 1720, et seq., if applicable, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law"), if applicable, and, if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the construction of improvements to the Real Property, but only if and to the extent such sections are applicable to the development of the Real Property. Insofar as the parties understand that Buyer is paying a fair market price for the Real Property, the parties believe that the payment of prevailing wages will not be required. In any event, Buyer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, neither the Seller nor the City makes any final representation as to the applicability or non-applicability of the Prevailing Wage Laws to improvements to the Real Property, or any part thereof. Buyer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold each of the Seller and the City, and their respective officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Buyer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws as to the Real Property. This Section 14 shall survive Closing.

15. General Provisions.

(a) Indemnification. In addition to the Purchase Price, a material consideration to Seller in agreeing to sell the Real Property to Buyer pursuant to this Agreement and but for which Seller would not have agreed to enter into this Agreement or sell the Real Property to Buyer, Buyer: has agreed to amend the Greenbrier Lease to include the Real Property and to record the Memorandum at Closing

(b) Condemnation. If any material portion of the Real Property shall be taken or appropriated by a public or quasi-public authority exercising the power of eminent domain, Buyer shall have the right, at its option, to (i) terminate this Agreement or (ii) proceed with the purchase of the Real Property and receive all of the award or payment made in connection with such taking.

(c) Notices. All notices, demands, requests or other communications required or permitted hereunder (collectively, "Notices") shall be in writing, shall be addressed to the receiving party as provided in the Basic Terms section above, and shall be personally delivered, sent by overnight mail (Federal Express or another carrier that provides receipts for all deliveries), sent by certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission (provided that a successful transmission report is received). All Notices shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice in accordance with this Section was given shall be deemed to constitute receipt of such Notice. The providing of copies of Notices to the parties' respective counsels is for information only, is not required for valid Notice and does not alone constitute Notice hereunder.

(d) Brokers. Seller assumes sole responsibility for any consultants or brokers ("Seller's Agents") it may have retained in connection with the sale of the Real Property (and Buyer shall have no responsibility in connection with such matters). Seller represents to Buyer that Seller has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement. Seller agrees to and does hereby indemnify and hold the Buyer free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Seller in connection with this Agreement. Buyer assumes sole responsibility for any consultants or brokers ("Buyer's Agents") it may have retained in connection with the purchase of the Real Property (and Seller shall have no responsibility in connection with such matters). Buyer represents to Seller that Buyer has engaged no consultants, finders or real estate brokers in connection with the sale of the Real Property to the Buyer, and there are no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement other than Buyer's costs with respect to Buyer's real estate broker, if any. Buyer agrees to and does hereby indemnify and hold the Seller free and harmless from and against any and all costs, liabilities or causes of action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the Buyer in connection with this Agreement.

(e) Waiver, Consent and Remedies. Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

(f) Cooperation. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use all reasonable efforts to accomplish the Closing in accordance with the provisions hereof and, following Closing.

(g) Remedies. Without limitation as to the availability of other remedies, this Agreement may be enforced by an action for specific enforcement.

(h) Time. Time is of the essence of every provision herein contained. In the computation of any period of time provided for in this Agreement or by law, the day of the act or

event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

(i) Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A signature by facsimile or as an attachment to electronic mail in "Portable Document Format" (PDF), or "Tagged Image File Format" (TIFF) shall be deemed an original signature.

(j) Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(k) Obligations to Third Parties. City shall be deemed to be a third party beneficiary of this Agreement. Excepting only for the City, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Agreement to, any person or entity other than the parties hereto.

(l) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(m) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(n) Applicable Law. This Agreement shall be governed by and construed in accordance with the local law of the State of California.

(o) Exhibits and Schedules. The exhibits and schedules attached hereto are incorporated herein by this reference for all purposes.

(p) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between, and the final expression of, Buyer and Seller with respect to the subject matter hereof. The parties hereto expressly agree and confirm that this Agreement is executed without reliance on any oral or written statements, representations or promises of any kind which are not expressly contained in this Agreement. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

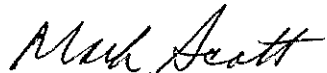
(q) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(r) Assignment. Neither party may assign its rights under this Agreement without the prior consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“SELLER”

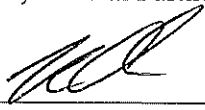
**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF SAN BERNARDINO**, a public entity, corporate
and politic

By: 
Name: Mark Scott
Its: Executive Director

“BUYER”

COOLEY PROPERTIES, L.P., a California
limited partnership

By: Chartwell Management Corp., a Nevada
corporation, General Partner

By: 
Name: Robert Charton
Its: Vice-President

Acceptance by Escrow Holder:

First American Title Company hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions by and between the Successor Agency to the Redevelopment Agency of the City of San Bernardino, a public entity, corporate and politic ("Seller"), and Cooley Properties, L.P., a California limited partnership ("Buyer") and agrees to act as Escrow Holder thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____, 201_

FIRST AMERICAN TITLE COMPANY

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

PARCEL NO. 5 OF PARCEL MAP NO. 4781, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 48 OF PARCEL MAPS, PAGE 87, RECORDS OF SAID COUNTY.

APN: 0281-031-52 and 0281-021-30

EXHIBIT B

DEED

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

Cooley Properties, L.P., a California
limited partnership
7040 Avenida Encinas, Suite 104-519
Carlsbad, CA 92011
Attn: Robert Charton

APN: 0281-031-52 and 0281-021-30

[Space above for recorder.]

DOCUMENTARY TRANSFER TAX

\$ _____
_____ computed on the consideration or value of
property conveyed; OR
_____ computed on the consideration or value less
liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm
Name

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Successor Agency to the Redevelopment Agency of the City of San Bernardino, a public entity, corporate and politic ("Grantor"), hereby grants to Cooley Properties, L.P., a California limited partnership ("Grantee"), that certain real property located in the County of San Bernardino, State of California, more particularly described on **Attachment No. 1** attached hereto and incorporated herein by this reference (the "Property"), subject to existing easements, restrictions and covenants of record.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of Jan. 10, 2017.

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF SAN BERNARDINO**

By: Mark Scott
Name: Mark Scott
Its: Executive Director

ATTACHMENT NO. 1 TO GRANT DEED

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

PARCEL NO. 5 OF PARCEL MAP NO. 4781, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 48 OF PARCEL MAPS, PAGE 87, RECORDS OF SAID COUNTY.

APN: 0281-031-52 and 0281-021-30

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Bernardino)

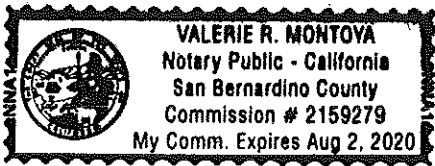
On January 10, 2017, before me, Valerie R. Montoya, a, Notary Public,
(Print Name of Notary Public)

personally appeared Mark A. Scott

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.



Valerie R. Montoya
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer _____ Title(s)	_____ Title Or Type Of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	_____ Number Of Pages
Signer is representing: Name Of Person(s) Or Entity(ies) _____ _____	_____ Date Of Documents
	_____ Signer(s) Other Than Named Above

EXHIBIT C

FIRPTA CERTIFICATE

TRANSFEROR'S CERTIFICATE OF NON-FOREIGN STATUS

To inform Cooley Properties, L.P., a California limited partnership ("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 the Successor Agency to the Redevelopment Agency of the City of San Bernardino (the, "Transferor"), the undersigned hereby certifies the following:

1. The Transferor is not a foreign person or citizen, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's social security number or U.S. employer identification number is as follows: _____.
3. The Transferor's home or office 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. Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.



Successor Agency to the Redevelopment
Agency of the City of San Bernardino