

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

BY AND BETWEEN

ST. JOHN'S HEALTHCARE FOUNDATION (OXNARD AND PLEASANT VALLEY),  
A CALIFORNIA PUBLIC BENEFIT CORPORATION

AS SELLER

AND

OXNARD COMMUNITY DEVELOPMENT COMMISSION,  
A BODY POLITIC AND CORPORATE

AS BUYER

RELATING TO

**318-320 WEST 5TH STREET, OXNARD, CALIFORNIA**

DATED AS OF

May 25, 2010

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- Exhibit A - Legal Description of Property
- Exhibit B - Form of Grant Deed
- Exhibit B-1 - Certificate of Acceptance
- Exhibit C - FIRPTA Affidavit
- Exhibit D - Form of California Withholding Exemption Certificate, Form 593-C
- Exhibit E - Form of Bill of Sale
- Exhibit F - List of Personal Property and Equipment

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

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of May 25, 2010, by and between the St. John's Healthcare Foundation (Oxnard and Pleasant Valley), a California nonprofit public benefit corporation ("**Seller**") and the Oxnard Community Development Commission, a body politic and corporate ("**Buyer**").

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement the following terms will be defined as follows:

(a) "**Actual Knowledge of Seller**": Actual Knowledge of Seller means and is limited to the actual knowledge of Tony Loren or Tim Maurice, without having conducted any independent inquiry or inspection.

(b) "**Closing Date**": The "**Closing Date**" for the Property (as defined below) shall be no later than the fifteen (15) calendar days following the expiration of the Due Diligence Period (as defined hereinafter) and said Closing Date is the last date on which the Closing/Close of Escrow can occur.

(c) "**Closing**" and "**Close of Escrow**": Closing and Close of Escrow are terms used interchangeably in this Agreement. The Closing or the Close of Escrow with respect to the Properties will be deemed to have occurred when a Grant Deed (as defined below) for each of the Properties is recorded in the Official Records of Ventura County, California.

(d) "**Deposit**": Buyer shall deliver to Escrow Holder (as hereinafter defined) on the Effective Date (as defined below) the sum of Five Thousand and 00/100 Dollars (\$5,000.00) in good funds (the "**Deposit**"). The Deposit shall become nonrefundable at 5:00 p.m. (California time) at the expiration of the Due Diligence Period, and Escrow Holder is hereby instructed to immediately release the Deposit to Seller at such time. The Deposit released to Seller pursuant to the terms of this Agreement shall be applied to the Purchase Price if Escrow closes pursuant to the terms of this Agreement. If Escrow fails to close due solely to Buyer's breach of this Agreement, then the Deposit shall be retained by Seller as Liquidated Damages pursuant to the provisions of Subparagraph 24.2 of this Agreement. In the event of a default hereunder by Buyer or Seller, the Deposit shall be applied as provided in Paragraph 24 hereof.

(e) "**Due Diligence Period**": The Due Diligence Period begins on the Effective Date and expires forty five (45) calendar days from said date (the "**Due Diligence Period**").

(f) "**Effective Date**": The Effective Date, which is the date from which all dates in this Agreement will be measured, shall be the date on which a copy of this Agreement, signed by both Buyer and Seller, is deposited by either Seller or Buyer with Escrow Holder.

(g) **“Environmental Audit”**: Shall have the meaning given thereto in Subparagraph 20.1(c) hereof.

(h) **“Environmental Law”**: Shall have the meaning given thereto in Subparagraph 20.1(a) hereof.

(i) **“Escrow”**: Shall have the meaning given thereto in Subparagraph 4.1 hereof.

(j) **“Escrow Holder”**: The Escrow Holder is Chicago Title Company.

(k) **“Exhibits”**: Exhibits means the following, each of which is attached hereto and incorporated herein by this reference:

- Exhibit A - Legal Description of the Property
- Exhibit B - Form of Grant Deed
- Exhibit B-1 - Certificate of Acceptance
- Exhibit C - FIRPTA Affidavit
- Exhibit D - Form of California Withholding Exemption Certificate, Form 593-C
- Exhibit E - Form of Bill of Sale
- Exhibit F - List of Personal Property and Equipment

(l) **“FIRPTA Affidavit”**: Shall have the meaning given thereto in Subparagraph 6.1(b) hereof.

(m) **“Grant Deed”**: Shall have the meaning given thereto in Subparagraph 6.1(a) hereof.

(n) **“Hazardous Substance”**: Shall have the meaning given thereto in Subparagraph 20.1(b) hereof.

(o) **“Notices”**: Will be given pursuant to Paragraph 21, as follows to:

Seller:

St. John’s Healthcare Foundation (Oxnard and Pleasant Valley)  
a California nonprofit public benefit corporation  
1600 Rose Avenue  
Oxnard, CA 93030  
Attn: President and Chief Executive Officer of St. John’s Regional Medical Center  
Telephone No.: (805) 988-2868  
Facsimile No.: (805)981-4450

Catholic Healthcare West  
251 South Lake Avenue, Suite 800  
Pasadena, California 91101  
Attn: Rick L. Grossman, Vice President and  
Associate General Counsel  
Telephone No.: (626) 744-2219  
Facsimile No.: (626) 397-2783

with copies to (which shall  
not constitute notice to Seller):

Catholic Healthcare West  
185 Berry Street, Suite 300  
San Francisco, CA 94107  
Attn: Vice President, Corporate Real Estate  
Telephone No.: (415) 438-5610  
Facsimile No.: (415) 438-5664

Buyer:

Oxnard Community Development Commission  
305 West 3rd Street  
Oxnard, CA 93030-5790  
Attn:  
Telephone No.:  
Facsimile No.:

Escrow Holder:

Chicago Title Company  
701 B. Street, Suite 1700  
San Diego, CA 92101  
Attn: Janine Hudson  
Telephone No.: (619) 230-6366  
Facsimile No.: (866) 589-1942

(p) **“Opening of Escrow”**: Shall have the meaning given thereto in Subparagraph 4.1 hereof.

(q) **“Permitted Exceptions”**: Shall have the meaning given thereto in Paragraph 7 hereof.

(r) **“Property”**: The Property consists of certain real property, and all personal property and equipment listed on Exhibit F attached hereto (**“Personal Property and Equipment”**), together with all easements, hereditaments, entitlements (to the extent transferable) and appurtenances thereto, located at 318-320 West 5th Street, Oxnard, Ventura County, California, as described in Exhibit A attached hereto, and the improvements thereon, consisting of a single story retail building.

(s) **“Purchase Price”**: The Purchase Price for the Property is Seven Hundred and Five Thousand and 00/100 Dollars (\$705,000.00).

(t) **“Title Company”**: The Title Company is Chicago Title Insurance Company.

(u) **“Title Policy”**: Shall have the meaning given thereto in Paragraph 11 hereof.

**2. Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property. In consideration of Seller’s sale of the Property to Buyer, Buyer will (i) pay to Seller the Purchase Price and (ii) perform all of Buyer’s other obligations hereunder, which include the various indemnities set forth herein whether or not the Close of Escrow occurs.

**3. Purchase Price.** The Purchase Price for the Property will be paid as follows:

3.1 Deposit. Except as set forth herein, the amount of the Deposit, shall be applied against the Purchase Price.

3.2 Cash Balance. No later than one (1) business day before Closing or such time as is required by Escrow Holder or otherwise in order for the Closing to occur by the Closing Date, Buyer shall deposit into the Escrow the Purchase Price (less the amount of the Deposit) in cash, by confirmed wire transfer of funds, or by certified or cashier’s check collectible in same day funds, plus such other funds as are necessary for Buyer to close Escrow.

**4. Escrow.**

4.1 Opening of Escrow. Buyer and Seller will open an escrow on the Effective Date (the **“Escrow”**) with the Escrow Holder by delivering to Escrow Holder a fully executed copy of this Agreement (the **“Opening of Escrow”**). The purchase and sale of the Property will be completed through the Escrow. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions delivered by Escrow Holder and this Agreement, the terms of this Agreement will govern.

4.2 Close of Escrow. Subject to the terms of this Agreement, the Close of Escrow for the Property shall occur on the Closing Date.

**5. Cancellation Fees and Expenses.** If the Closing does not occur at the time and in the manner provided in this Agreement because of the default of one of the parties or the failure of a closing condition pursuant to Paragraph 8, the non-defaulting party has the right to cancel the Escrow by written notice to the defaulting party and to the Escrow Holder. All costs of cancellation, if any, will be paid by the defaulting party.

**6. Deliveries to Escrow Holder.**

6.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed for the Property ("**Grant Deed**"), in the form attached to this Agreement as **Exhibit B**, duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer;

(b) Three (3) originals of an affidavit from Seller which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended (the "**FIRPTA Affidavit**") for the Property, duly executed by Seller in substantially the same form as set forth in attached **Exhibit C**;

(c) Three (3) originals of a California Withholding Exemption Certificate, Form 593-C (the "**Form 593**") for the Property, duly executed by Seller in substantially the same form as set forth in attached **Exhibit D**; and

(d) A bill of sale, in the form attached to this Agreement as **Exhibit E** ("**Bill of Sale**"), duly executed and acknowledged by Seller and in recordable form, conveying the Personal Property and Equipment to Buyer.

(e) Such other instruments and documents as may be reasonably requested by Escrow Holder or the Title Company relating to Seller, to the Property and as otherwise required to transfer the Property to Buyer pursuant to the terms and conditions of this Agreement.

6.2 By Buyer. On or prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price, in accordance with Paragraph 3 and as adjusted by Paragraph 13;

(b) The Certificate of Acceptance in the form attached hereto as **Exhibit B-1**;  
and

(c) Such authorization of the trustee or such corporate resolutions, certificates of good standing and/or other corporate, partnership or trust formation documents relating to Buyer as are reasonably required in connection with this transaction by the Escrow Holder or the Title Company.

6.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required to close Escrow. In addition, Seller and Buyer hereby designate Escrow Holder as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

7. **Condition of Title**. At the Close of Escrow, title to the Property will be conveyed to Buyer by Seller by a grant deed for the Property subject to the following matters ("**Permitted Exceptions**"):

(a) a lien for real property taxes and assessments not then delinquent;

(b) matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement;

(c) matters affecting the condition of title to the Property created by or with the written consent of Buyer;

(d) all easements, covenants, conditions, restrictions, agreements, reservations, dedications, rights and rights of way of record, or discoverable by inspection or survey, and other matters of record or apparent; and

(e) any matters which would be shown by a survey of the Property or any laws, regulations or ordinances relating to the use, occupancy, subdivision or improvement of the Property.

The parties agree that (i) except as specifically provided in the Grant Deed and in this Agreement, Seller makes no express or implied warranties regarding the condition of title to the Property, (ii) at the Close of Escrow, Seller shall deliver the Property to Buyer free and clear of any monetary liens and (iii) Buyer shall solely rely on the Title Policy for the Property for protection against any title defects.

## 8. Conditions to the Close of Escrow.

8.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied prior to expiration of the Due Diligence Period as specified below:

8.1.1 Title. Within two (2) business days of the Effective Date, Seller will cause to be furnished to Buyer a preliminary report for the Property prepared by the Title Company together with copies of the recorded documents described in Schedule B of such report. Seller will have no obligation to remove or cure any title exceptions except for any existing mortgages, deeds of trust, and delinquent property taxes or assessments, all of which Seller shall pay off or otherwise remove from title at its sole cost and expense on or before the Closing Date. Buyer shall have until the expiration of the Due Diligence Period to examine the preliminary report and the underlying documents as well as to review matters referred to in Subparagraph 7(e).

8.1.2 Inspections and Studies. Buyer shall have the right to physically inspect the Property on a non-intrusive basis in accordance with Paragraph 23 hereof. Buyer shall make all inspections in good faith and with due diligence. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Buyer relating to the inspection of the Property will be solely Buyer's expense. Nothing herein shall authorize any subsurface testing or drilling on the Property by Buyer or its environmental consultant unless specifically provided for in the scope of work which has been approved by Seller in writing in accordance with Paragraph 23 hereof. Seller hereby reserves the right to have a representative present at the time of any inspection or interviews. Buyer shall notify Seller in writing not less than one (1) business day in advance of making any such inspection or interviews. In making any inspection or interviews hereunder, Buyer will treat, and will use reasonable efforts to cause any representative of Buyer to treat, all information obtained by Buyer pursuant to the terms of this Agreement as strictly confidential except for such information which Buyer discloses to its employees, consultants, attorneys, lenders and transferees in connection with this transaction or as compelled by law. Buyer agrees to indemnify and hold Seller, its tenants, contractors and

employees harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against Seller which result from or arise out of any inspections by Buyer or its representatives pursuant to this Subparagraph; provided, however, that Buyer shall have no liability and shall not indemnify, defend or hold Seller harmless for any losses, liabilities, costs, expenses and damages arising from the mere discovery of any condition at or related to the Property so long as Buyer, its agents, consultants and/or representatives do not exacerbate such condition. If the Closing does not occur, Buyer agrees to return the Property to substantially the same condition in which the Property was prior to Buyer's making any inspection.

Buyer has until the end of the Due Diligence Period to approve or disapprove the results of any and all inspections, investigations, tests and studies as Buyer may have elected to make or obtain within the Due Diligence Period. Buyer will pay for all such inspections, investigations, tests or studies. Within three (3) days of Buyer's receipt of any inspection, report, test or study Buyer or its consultants may have made or authorized relating to the Property, Buyer shall deliver to Seller true and complete copies of all such inspections, investigations, tests or studies.

8.1.3 Disapproval of Property and Termination. Buyer can elect, in its sole discretion, to cancel Escrow and terminate this Agreement for any reason by providing Seller and Escrow Holder with written notice of said termination on or prior to the expiration of the Due Diligence Period. Cancellation costs shall be borne equally by Buyer and Seller. The failure of Buyer to notify Seller and Escrow Holder of its election to terminate this Agreement and to cancel the Escrow on or prior to the expiration of the Due Diligence Period shall be deemed to be Buyer's approval of the matters referenced in Subparagraphs 8.1.1, 8.1.2, 8.1.6 and 9.1 hereof.

8.1.4 Representations, Warranties and Covenants of Seller. Seller will have duly performed each and every agreement to be performed by Seller hereunder and, subject to the provisions of Subparagraph 10.1, Seller's express representations and warranties set forth in this Agreement will be true and correct as of the Closing Date.

8.1.5 Seller's Deliveries. Seller will have delivered the items described in Subparagraph 6.1.

8.1.6 Report. Escrow Holder will order, at Seller's expense, a property disclosure report ("**Disclosure Report**") containing the natural hazard disclosures, if any, which are required to be made by Seller under California Public Resources Code Section 2621.9(a) (Earthquake Fault Zone), California Public Resources Code Section 2694(a) (Seismic Hazard Zone), California Government Code Section 8589.3(a) (Special Flood Hazard Area), or California Government Code Section 8589.4(a) (Area of Potential Flooding). The Disclosure Report will be delivered to Buyer within three (3) days after the Effective Date, and will be subject to Buyer's approval prior to the expiration of the Due Diligence Period. If Buyer disapproves any part of the Disclosure Report, then upon written notice of such disapproval to Seller and Escrow Agent prior to the expiration of the Due Diligence Period, the Escrow will automatically terminate and neither party will have any further liability or obligation to the other hereunder, except for those provisions which are expressly stated to survive termination.

The conditions set forth in this Subparagraph 8.1 are for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller. If any conditions are not satisfied on or before the Closing Date (unless such conditions are deemed satisfied for failure to notify Seller of disapproval), and Buyer has not waived the unsatisfied conditions, Seller will not be deemed to be in default unless Seller has failed to comply with Subparagraphs 8.1.4 and 8.1.5 or failed to duly perform each and every agreement to be performed by Seller hereunder, and in such event, Buyer's sole remedy will be to terminate this Agreement.

8.2 Conditions Precedent to Seller's Obligations. The Close of Escrow on the Property, and Seller's obligations with respect to this transaction are subject to the following conditions precedent: (a) Buyer's delivery to Escrow Holder on or before the Closing Date, of the Purchase Price and the other items described in Subparagraph 6.2, (b) Buyer having duly performed each and every agreement to be performed by Buyer hereunder, and (c) Buyer's representations, warranties and covenants set forth in this Agreement, continuing to be true and correct as of the Closing Date.

## 9. Buyer's Review of the Property.

9.1 Matters To Be Reviewed. On or prior to the expiration of the Due Diligence Period, Buyer must complete its due diligence with respect to the Property and approve in Buyer's sole and absolute discretion all due diligence items it decides to review in its professional judgment, including, without limitation, the following matters:

- (a) the physical condition of the Property, including, without limitation:
  - (i) soil, seismic (including whether or not the Property is situated in a Special Study Zone as designated under the Alquist-Priolo Special Earthquake Studies Zone Act, which may subject construction or development of the Property to the findings of an acceptable geologic report), hydrological, geological and topographical conditions,
  - (ii) the availability of adequate utilities and public access,
  - (iii) the status and nature of any existing or proposed assessment districts and the amount of any assessment liability,
  - (iv) the character and amount of any fee or charge which may be imposed in connection with the development of the Property,
  - (v) whether or not the Property is located in a Special Flood Hazard Area,
  - (vi) the status of the Property with respect to asbestos and other hazardous and toxic materials,
  - (vii) compliance of the Property with all applicable laws, including Environmental Laws (defined below), and

(viii) the physical condition of any Personal Property and Equipment and the suitability of such Personal Property and Equipment for any particular purpose.

(b) applicable government ordinances, rules and regulations and evidence of compliance therewith, including, without limitation, zoning and building regulations, subdivision improvement agreements and development agreements;

(c) all private restrictions applicable to the Property, including, without limitation, any existing declarations of covenants, conditions and restrictions, reciprocal easement and operating agreements, architectural restrictions and owners' association governing documents;

(d) all licenses, permits, subdivision maps and conditions, improvement agreements, bonds, development agreements, and any and all other governmental approvals and/or authorizations relating to the Property; and

(e) documents, instruments, reports, surveys, books and records relating to the Property.

9.2 Property Documents. With respect to all other property documents, within two (2) days after the Effective Date, Seller shall reasonably make available for Buyer's inspection at 1600 Rose Avenue, Oxnard, California 93030 copies of all items described in Subparagraphs 9.1(d) and 9.1(e) above, which are in Seller's possession, except:

(a) appraisals; and

(b) information which is privileged or confidential, including, but not limited to: internal memoranda, analyses and business plans, financial information, and correspondence and other materials to or from Seller's attorneys, Seller's members, Seller's officers, and potential third party buyers.

Buyer expressly agrees that, except, as expressly set forth otherwise in this Agreement, Seller is furnishing copies of all such documents and information to Buyer for informational purposes only and without representation or warranty as to the accuracy or completeness of the contents of such materials. Buyer further agrees that Seller shall not be liable to Buyer for Seller's failure to furnish copies of any such documents and information to Buyer. Buyer covenants and agrees that it will not rely on such documents and information and will conduct its own due diligence on all matters referred to in such documents and information it may review, or otherwise relating to the Property. The originals of the items described in Subparagraphs 9.1(d) and 9.1(e), if available, will be delivered to Buyer at Closing.

## 10. Property "As-Is".

10.1 NO SIDE AGREEMENTS OR REPRESENTATIONS; AS-IS PURCHASE. EXCEPT AS SPECIFICALLY PROVIDED IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL HAVE INDEPENDENTLY AND PERSONALLY

INSPECTED THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PERSONAL PROPERTY AND EQUIPMENT, AND THE IMPROVEMENTS THEREON, IF ANY, AND THAT BUYER HAS ENTERED INTO THIS AGREEMENT BASED UPON SUCH PERSONAL EXAMINATION AND INSPECTION. EXCEPT AS SPECIFICALLY PROVIDED IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, BUYER AGREES THAT BUYER WILL ACCEPT THE PROPERTY, IN ITS THEN EXISTING CONDITION **AS-IS, WHERE-IS AND WITH-ALL-FAULTS**, INCLUDING, WITHOUT LIMITATION, ANY FAULTS AND CONDITIONS SPECIFICALLY REFERENCED OR DISCLOSED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY INFORMATION WHICH BUYER HAS OR COULD HAVE DISCOVERED THROUGHOUT BUYER'S INSPECTION PROCESS. NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

- (I) THE VALUE OF THE PROPERTY;
- (II) THE INCOME TO BE DERIVED FROM THE PROPERTY;
- (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING ANY DEVELOPMENT OF THE PROPERTY;
- (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;
- (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY;
- (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;
- (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY;
- (VIII) THE MANNER, CONDITION OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY OR THE RELATED INFRASTRUCTURE;

(IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THE ENDANGERED SPECIES ACT, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990 OR ANY OTHER LAW, RULE OR REGULATION GOVERNING ACCESS BY DISABLED PERSONS, THE CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING;

(X) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY;

(XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE MATERIALS, COST TO COMPLETE ESTIMATE OR OTHER MATERIALS PREPARED BY SELLER;

(XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER;

(XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS;

(XIV) ADEQUACY OF ANY UNDERSHORING;

(XV) ADEQUACY OF ANY DRAINAGE;

(XVI) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR LOCATED IN AN ALQUIST-PRIOLO SPECIAL STUDY ZONE;

(XVII) THE EXISTENCE OF VESTED OR NON-VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; OR

(XVIII) WITH RESPECT TO ANY OTHER MATTER CONCERNING THE PROPERTY EXCEPT AS MAY BE OTHERWISE

EXPRESSLY STATED HEREIN, INCLUDING ANY AND ALL SUCH MATTERS REFERENCED, DISCUSSED OR DISCLOSED IN ANY DOCUMENTS DELIVERED BY SELLER TO BUYER, IN ANY PUBLIC RECORDS OF ANY GOVERNMENTAL AGENCY OR ENTITY OR UTILITY COMPANY, OR IN ANY OTHER DOCUMENTS AVAILABLE TO BUYER.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY PROVIDED HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION TO THE EXTENT SUCH SOURCES OR PREPARERS ARE SELLER, OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY OF THE FOREGOING ENTITIES AND INDIVIDUALS OR ANY OTHER INDIVIDUAL OR ENTITY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS", "WHERE-IS" AND "WITH-ALL-FAULTS" CONDITION AND BASIS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN. BUYER FURTHER ACKNOWLEDGES THAT WHEN SELLER ACQUIRED THE PROPERTY, IT WAS ACQUIRED BY GIFT AND FURTHER THAT SELLER NEVER OPERATED OR MAINTAINED ANY OF THE PERSONAL PROPERTY AND EQUIPMENT AND AS SUCH HAS NOT INSPECTED THE SAME AT ANY TIME.

10.2 RELEASE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER HEREBY FULLY AND IRREVOCABLY RELEASE SELLER, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, TRUSTEES, BENEFICIARIES, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS,

AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THEIR BEHALF, FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER, OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, TRUSTEES, BENEFICIARIES, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THEIR BEHALF FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSES, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY KNOWN OR UNKNOWN SOILS CONDITION, CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, LATENT OR OTHERWISE, GEOTECHNICAL AND SEISMIC, AFFECTING THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, (1) ENVIRONMENTAL MATTERS WHICH WERE:

(i) DESCRIBED OR REFERRED TO IN ANY ENVIRONMENTAL REPORT(S) OR IN ANY ENVIRONMENTAL AUDIT OBTAINED BY BUYER OR IN ANY OF THE REPORTS REFERRED TO IN SUBPARAGRAPH 9.2; OR

(ii) REASONABLY DISCOVERABLE BY PRUDENT INVESTIGATION; OR

(iii) OTHERWISE DISCLOSED BY SELLER TO BUYER OR DISCOVERED BY BUYER AT ANY TIME PRIOR TO THE CLOSING;

AND (2) THE ITEMS DESCRIBED IN SUBPARAGRAPH 10.1.

IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATIONS TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. IT IS NOT CONTEMPLATED THAT THE PURCHASE PRICE WILL BE INCREASED IF COSTS TO BUYER ASSOCIATED WITH THE PROPERTY PROVE TO BE LESS THAN EXPECTED NOR WILL THE PURCHASE PRICE BE REDUCED IF THE BUYER'S PLAN FOR THE PROPERTY LEADS TO HIGHER COST PROJECTIONS. IT IS ALSO UNDERSTOOD THAT THE RELEASE SET FORTH IN THIS SUBPARAGRAPH 10.2 SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES OR CALIFORNIA, OR UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED, AND BUYER AGREES THE MATTERS RELEASED ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

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Buyer's Initials

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Seller's Initials

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Buyer's Initials

**11. Title Insurance.** At the Close of Escrow, the Title Company will issue to Buyer an Owner's Standard Coverage Policy (e.g., CTLA) for the Property with coverage in an aggregate amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions and the standard printed exceptions and conditions in the policy of title insurance ("Title Policy"). If and only if, Buyer takes all actions necessary to have the Title Company issue an ALTA extended policy, including, without limitation, preparation of one or more ALTA Surveys satisfactory to the Title Company, and the Title Company issues a commitment to issue said ALTA extended policy (the "ALTA Commitment") prior to the expiration to the Due Diligence Period, the Title Policy shall be deemed to be an ALTA extended policy of title insurance subject to the Permitted Exceptions and any other exceptions set forth in the ALTA Commitment. The additional premium and costs of the ALTA Survey(s) for the extended policy and the costs of any endorsements will be at Buyer's sole cost and expense.

**12. Costs and Expenses.**

12.1 With respect to the Closing, Seller will pay:

- (a) all premiums for the standard coverage portion of the Title Policy;
- (b) ½ of all escrow fees;
- (c) Seller's share of prorations; and
- (d) all city and county documentary transfer taxes.

12.2 With respect to the Closing, Buyer will pay:

- (a) all document recording charges;
- (b) ½ of all escrow fees and costs;
- (c) the entire additional cost of an extended coverage title policy, any increase in the coverage amount, the cost of any ALTA Survey and, the cost of any endorsements required by Buyer; and
- (d) Buyer's share of prorations.

Buyer and Seller will each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. All other normal costs and expenses will be allocated between Buyer and Seller in accordance with the customary practice in the county in which the Property is located.

### **13. Prorations.**

13.1 Taxes and Assessments. All non-delinquent real estate taxes and assessments on the Property will be prorated as of the Close of Escrow for the Property based on the actual current tax bill. If the Close of Escrow for the Property takes place before the real estate taxes are fixed for the tax year in which the Close of Escrow occurs, the apportionment of real estate taxes will be made on the basis of the real estate taxes for the immediately preceding tax year applied to the latest assessed valuation; provided, however, that such amount will be subject to adjustment after the Closing but within thirty (30) days of receipt of said tax bills by Buyer or Seller. All delinquent taxes and all delinquent assessments, if any, on the Property will be paid at the Close of Escrow for the Property from funds accruing to Seller. All supplemental taxes billed after the Close of Escrow for the Property for periods prior to the Close of Escrow for the Property will be paid promptly by Seller. Any tax refunds received by Buyer which are allocable to the period prior to the Closing for the Property will be paid by Buyer to Seller. All taxes imposed as a result of this transaction or due to a change in the use of the Property after Closing or from the use prior to Closing, shall be paid by Buyer.

13.2 Insurance. The present insurance coverage on the Property shall be terminated as of the Closing Date and there shall be no proration of insurance premiums.

13.3 Utilities. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. Seller reserves the right to receive a return of or reimbursement for any utility deposits held by utility companies made by Seller or Seller's predecessors in interest related to the utilities, if any, and in such event, Buyer will arrange for substitute deposits with the utility companies as may be required. If following the Close of Escrow either Buyer or Seller receives a bill for utilities or other services provided to the Property for the period in which the Close of Escrow occurred, Buyer and Seller will equitably prorate the bill.

13.4 Method of Proration. All prorations will be made as of the date of the Close of Escrow for the Property based on a 365 day year or a 30 day month, as applicable.

**14. Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow for the Property, Escrow Holder will promptly undertake all of the following:

14.1 Funds. Disburse all funds deposited with Escrow Holder by Buyer as follows:

(a) deliver to Seller the balance of the Purchase Price, less the amount of all items, costs and prorations chargeable to the account of Seller, and, including, without limitation, the Broker's Fee (as defined below); and

(b) disburse the remaining balance, if any, of the funds deposited by Buyer to Buyer, less amounts chargeable to Buyer.

14.2 Recording. Cause the Grant Deed (with documentary transfer tax information to be affixed after recording) for the Property, to be recorded with the County Recorder of Ventura County, California and obtain conformed copies thereof for distribution to Buyer and Seller.

14.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

14.4 Delivery of Documents to Buyer or Seller. Deliver to Buyer the FIRPTA Affidavit, two (2) counterpart originals of Form 593, a conformed copy of the Grant Deed and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller two (2) executed counterparts of any documents (or copies thereof) deposited into Escrow by Buyer for the Property.

**15. Joint Representations and Warranties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

15.1 Authority. Subject to Seller obtaining the approvals referred to in Subparagraph 8.2(d), each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein and to consummate this transaction. The individual executing this Agreement on behalf of Seller shall be authorized to delegate his or her authority to execute any and all ancillary documents, including the Grant Deed, in order to carry out the intent of this Agreement.

15.2 Actions. All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

15.3 Due Execution. The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers, members or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

15.4 Valid and Binding. This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

**16. Seller's Warranties and Representations.** Seller makes the following representations, covenants and warranties and acknowledges that Buyer will rely on such representations, covenants and warranties in acquiring the Property, each of which will survive the Closing for a period of six (6) months; provided that any claims must be made in writing to Seller within said six (6) month period.

16.1 Non-Foreign Entity. Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

16.2 Bankruptcy. Seller (a) is not in a receivership or dissolution; (b) has not made any assignment for the benefit of creditors; (c) has not admitted in writing its inability to pay its debts as they mature; (d) has not been adjudicated a bankrupt; (e) has not filed a petition in voluntary bankruptcy; a petition or answer seeking reorganization, or an arrangement with creditors under Federal Bankruptcy Law or any other similar law or statute of the United States or any state, or (f) does not have any such petition described above filed against Seller.

17. **Pre-Closing Covenants**. So long as this Agreement remains in full force and effect:

(a) Without the prior written consent of Buyer, Seller will not convey any interest in the Property and will not voluntarily subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement, except as may be otherwise provided for in this Agreement, which will not be eliminated prior to the Close of Escrow.

(b) Seller will keep and perform all of the obligations to be performed by Seller under any contracts. Except as provided herein, Seller will not enter into any contract or agreement providing for the provision of goods or services to or with respect to the Property or the operation thereof unless such contracts or agreements can be terminated without penalty by the Closing Date, or without the prior written consent of Buyer, which will not be unreasonably withheld or delayed. After the Due Diligence Period, Seller will not terminate any contracts or agreements, including, without limitation, service contracts, that survive the Close of Escrow unless Buyer provides written notice to Seller to terminate any such contracts or agreements.

18. **Condemnation and Destruction**.

18.1 Eminent Domain or Taking. With respect to the Property, if proceedings under a power of eminent domain are commenced prior to the Close of Escrow, Seller will promptly inform Buyer in writing.

(a) If such proceedings involve the taking of title to all or a material interest in the Property, Buyer may elect to terminate this Agreement by notice in writing sent within two (2) business days of Seller’s written notice to Buyer, in which case, each party shall pay one half (½) of the cancellation costs, neither party will have any further obligation to or rights against the other except any rights or obligations of either party which are expressly stated to survive termination of this Agreement.

(b) If the proceedings do not involve the taking of title to all or a material interest in any of the Property, or if Buyer does not elect to terminate this Agreement, this transaction will be consummated as described herein and any award or settlement payable with respect to such proceeding will be paid or assigned to Buyer upon the Close of Escrow.

(c) If the Close of Escrow is not consummated for any reason, any condemnation award or settlement relating to the Property will belong to Seller.

18.2 Damage or Destruction. Except as provided in this Paragraph, prior to the Close of Escrow, the entire risk of loss of damage by earthquake, flood, landslide, fire or other casualty is borne and assumed by Seller. If, prior to the Close of Escrow, any part of any improvements on the Property, if any, is damaged or destroyed by earthquake, flood, landslide, fire or other casualty, Seller will promptly inform Buyer of such fact in writing and advise Buyer as to the extent of the damage and whether it is, in Seller's reasonable opinion, "material" or not "material".

(a) If such damage or destruction is "material", Buyer has the option to terminate this Agreement upon written notice to the Seller given not later than two (2) business days after receipt of Seller's written notice to Buyer advising of such damage or destruction.

(b) For purposes hereof, "material" is deemed to be any damage or destruction to the Property, or any improvements located thereon, where the cost of repair or replacement is estimated to be more than \$500,000.00 or will take more than one hundred twenty (120) days to repair.

(c) If this Agreement is so terminated, the provisions of Paragraph 5 will govern.

(d) If Buyer does not elect to terminate this Agreement, or if the casualty is not material, the transaction involving the Property will close pursuant to the terms of this Agreement.

## 19. Indemnification.

19.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising out of any intentional misrepresentation or breach of an express warranty or covenant by Seller in this Agreement. This indemnity does not apply, however, to (a) any matter for which Seller has been released pursuant to Subparagraph 10.2 hereof, or (b) any item, matter, occurrence or condition which was known to or reasonably discoverable by Buyer prior to the expiration of the Due Diligence Period with respect to the Property.

19.2 Indemnification By Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever arising out of (i) the ownership and/or operation of the Property after the Close of Escrow or (ii) any misrepresentation or breach of an express warranty or covenant by Buyer in this Agreement or any document delivered to Seller pursuant to this Agreement. Buyer's indemnification obligations hereunder shall not extend to any claims or suits arising from a latent defect existing on the Property prior to the Close of Escrow.

19.3 Survival. The provisions of this Paragraph 19 will survive the Close of Escrow with respect to the Properties.

## 20. Hazardous Substances.

20.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) **“Environmental Law”** means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

(b) **“Hazardous Substance”** means any substance, material or waste which is or becomes designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant” or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products.

(c) **“Environmental Audit”** means an environmental audit, review or testing of the Property performed by Buyer or any third party or consultant engaged by Buyer to conduct such study.

20.2 Notices Regarding Hazardous Substances. From the Effective Date through the Closing Date, Seller will promptly notify Buyer if to the Actual Knowledge of Seller that Seller or the Property may be subject to any pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

20.3 Indemnifications.

(a) If there are any Third Party Claims against Seller which arise out of any Hazardous Substances which first became located in, on or under the Property during Buyer's, or any entity's (controlled directly or indirectly by Buyer) ownership of the Property, Buyer will indemnify, defend (by counsel reasonably acceptable to Seller) protect and hold Seller harmless for, from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including reasonable attorneys' fees) arising therefrom.

(b) As used in this Subparagraph 20.3(b), **“Third Party Claims”** are defined as any claims or rights of recovery by any person or entity (including governmental agencies):

(i) which result from injury, damage or loss to or of any person or Properties; or

(ii) for cost recovery, removal or remedial action.

Third Party Claims will also include any costs paid or payable by either party for damage, loss, injury, investigation, removal, remediation or other liability in response to any third party claim or in anticipation of any enforcement or remedial action undertaken or threatened by any government agency or private party.

20.4 Environmental Release. Nothing in Subparagraph 20.3 above is meant to diminish any party's rights or obligations under any federal, state or local law pertaining to or concerning Hazardous Substances; but Seller will not be liable to Buyer and Buyer hereby releases Seller from any and all liability under any such law, for any Third Party Claims or any

other claims (including claims of Buyer) which are attributable to any environmental condition which:

(i) was described or referred to in any Environmental Audit obtained by Buyer prior to the Close of Escrow; or

(ii) was otherwise disclosed by Seller to Buyer or discovered by Buyer at any time prior to the Closing Date.

The provisions of Subparagraphs 20.3 and 20.4 will survive the Close of Escrow. The provisions of this Paragraph 20 are not intended to diminish in any way the release set forth in Subparagraph 10.2 above.

**20.5 Environmental Audit.** If Buyer elects to perform any additional Environmental Audit (which Buyer may do, but which shall not be a condition to the Close of Escrow):

(a) The Environmental Audit will be conducted pursuant to standard quality control/quality assurance procedures and in accordance with Paragraph 23. Buyer will give Seller at least one (1) day prior written notice of any physical testing or drillings, which Seller may disapprove as provided in Paragraph 23.

(b) If any report is prepared as the result of the Environmental Audit, such report will be conspicuously labeled as a draft, and Buyer will request that said report be promptly sent to Seller. Prior to the Closing, Buyer will keep the draft report and the information contained therein confidential and will not disclose it to any person or entity without Seller's prior written consent; provided, however, that Buyer may furnish a copy of said draft report to any proposed lender in connection with prosecution of an application for a mortgage loan and to any person or entity contemplating an investment in the Properties as a partner or permitted assignee of Buyer, or to any consultant engaged in, or commenting upon the results of, said draft report.

(c) If the Close of Escrow fails to occur for any reason other than a default by Seller, then Buyer will deliver all copies of the draft report to, and they will become the Properties of Seller, and Buyer will not disclose to any party the contents of the draft report except pursuant to valid legal process or with the written consent of Seller.

(d) Any ground water, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws.

**21. Notices.** All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested or if by facsimile, with electronic confirmation of good receipt by receiving facsimile machine to the addressees set forth in Paragraph 1. All notices sent by mail will be deemed received three (3) days after the date of mailing and all notices sent by other means permitted herein shall be deemed received on the date delivered. Buyer and Seller hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may

communicate directly with all principals as required to comply with the provisions of this Paragraph.

**22. Broker.** Seller is represented by NAI Capital Inc. ("**Broker**") pursuant to separate agreement. Upon the Close of Escrow, Seller shall pay a real estate brokerage commission to Broker pursuant to Seller's written brokerage agreement with Broker ("**Broker's Fee**"). Except as set forth in this Paragraph, Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, no other broker or finder engaged by Buyer or Seller, have assisted either party in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. Seller shall only be responsible for commission due Broker in accordance with its separate written agreement with Broker upon the Close of Escrow. The Broker's Fee shall be payable only upon recording of the Grant Deed. Buyer will indemnify, save harmless and defend Seller from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained by Buyer in connection with this transaction. Except for Broker, Seller will indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained by Seller in connection with this transaction. This indemnity provision will survive the Close of Escrow, or any earlier termination of this Agreement.

**23. Entry.** During the Due Diligence Period, Buyer and Buyer's representatives, agents and designees will have the right, at reasonable times and upon not less than one (1) business day prior written notice to Seller, (which notice must describe the scope of the planned testing and investigations) to enter upon the Property, in connection with Buyer's proposed purchase of the Property; provided, however, no such party shall go on to the Property before they, or their employers, deliver proof of comprehensive general liability and workers' compensation insurance in the amount of at least \$1,000,000.00 combined, single limit coverage, naming Seller as an additional insured and with coverage reasonably satisfactory to Seller. Buyer agrees that:

- (a) all tests and investigations will be at Buyer's sole cost and expense;
- (b) the persons or entities performing such tests and investigations will be properly licensed and qualified and will have obtained all appropriate permits therefor;
- (c) Seller will have the right of approval of any proposed physical testing or drilling, which Seller may approve or disapprove in its sole and absolute discretion;
- (d) Buyer will advise Seller in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible unless otherwise requested by Seller;
- (e) Seller will have the right to have a representative of Seller accompany Buyer and Buyer's representatives, agents or designees while they are on the Property;
- (f) any entry by Buyer, its representative, agents or designees will not unreasonably interfere with Seller's or any tenant's use of the Property, or lease premises, whichever is applicable;

(g) Buyer will indemnify, defend and hold Seller harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanics' liens) arising out of any entry by Buyer or its agents, designees or representatives except as provided in Paragraph 8.1.2. The foregoing indemnity provision will survive the Closing or any earlier termination of this Agreement; and

(h) Buyer shall restore the Property at Buyer's sole cost and expense if this transaction does not close. Until restoration is complete, Buyer shall take all steps necessary to ensure that any conditions on the Property created by Buyer's testing will not interfere with the normal operation of the Property or create any dangerous, unhealthy, unsightly or noisy conditions on the Property. If Buyer conducts any physical testing or drilling without having obtained the prior written approval of Seller, Buyer shall be in material default under this Agreement and Seller may terminate this Agreement and retain the Deposit pursuant to Paragraph 24.2.

#### **24. Legal and Equitable Enforcement of this Agreement.**

24.1 Specific Performance and Waiver of Lis Pendens. Prior to the Closing Date, if the Close of Escrow does not occur by reason of a material default by Seller, and Buyer is not in default under this Agreement and is ready, willing and able to perform all of its obligations hereunder, Buyer can elect (a) to pursue an action for the specific performance of this Agreement; or (b) to terminate this Agreement and receive a return of the Deposit and Seller will pay any Escrow cancellation costs. As one of the material considerations to Seller's entering into this Agreement with Buyer, Buyer waives any right to record or file a notice of lis pendens or notice of pendency of action or similar notice against the Properties.

24.2 Default by Buyer. IF THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED WITH RESPECT TO THE PROPERTY DOES NOT OCCUR AS A RESULT OF A DEFAULT BY BUYER HEREUNDER, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS PARAGRAPH REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES PURSUANT TO SUBPARAGRAPH 26.5 OF THIS AGREEMENT, NOR WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, NOR WAIVE OR AFFECT BUYER'S OBLIGATIONS TO RETURN OR PROVIDE TO SELLER DOCUMENTS, REPORTS OR OTHER INFORMATION PROVIDED TO OR PREPARED BY OR FOR BUYER PURSUANT TO APPLICABLE PROVISIONS OF THIS AGREEMENT. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND/OR OTHERWISE FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE

DEPOSIT. SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR (I) THE BREACH OF THIS AGREEMENT BY BUYER WITH RESPECT TO THE PROPERTY AND/OR (II) BUYER'S FAILURE TO BUY THE PROPERTY FOR ANY REASON OTHER THAN BECAUSE OF A DEFAULT BY SELLER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. EXCEPT IN THE CASE OF A MATERIAL DEFAULT BY SELLER WHICH STOPS THE SALE OF THE PROPERTY TO BUYER, UPON EITHER (I) THE FAILURE OF BUYER TO CLOSE ESCROW FOR THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT OR (II) THE DEFAULT BY BUYER OF THIS AGREEMENT, UPON THE ELECTION OF SELLER, IN SELLER'S SOLE AND ABSOLUTE DISCRETION, THIS AGREEMENT WILL BE TERMINATED AND, EXCEPT FOR BUYER'S INDEMNITY AND OTHER SPECIFIC OBLIGATIONS REFERRED TO HEREIN WHICH MAY BE ENFORCED BY SELLER (IN ADDITION TO COLLECTION AND RETENTION BY SELLER OF BUYER'S DEPOSIT AS PROVIDED HEREUNDER), NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER. IN THE EVENT THE CLOSING SHALL NOT TAKE PLACE FOR ANY REASON OTHER THAN BUYER'S DEFAULT HEREUNDER, OR IF ANY CONDITIONS TO BUYER'S OBLIGATION TO CLOSING SET FORTH IN THIS AGREEMENT SHALL NOT HAVE BEEN SATISFIED OR WAIVED, THEN, WITHOUT LIMITATION, AND IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES OF BUYER HEREUNDER, AT LAW OR IN EQUITY, IF ANY, BUYER MAY IMMEDIATELY TERMINATE THIS AGREEMENT.

\_\_\_\_\_  
Buyer's Initials

TM  
\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**25. Assignment.** Buyer may assign Buyer's rights and obligations hereunder with the prior written consent of Seller, which consent Seller may withhold in Seller's reasonable discretion, provided that Buyer gives Seller at least five (5) business days advance written notice of the proposed assignment and provides Seller with such financial and other information regarding the proposed assignee as Seller may reasonably request to assure Seller of the ability of the proposed assignee to perform the obligations of Buyer under the Agreement. Any attempted assignment without Seller's prior written consent will, at Seller's option, be voidable and constitute a material breach of this Agreement. Notwithstanding the foregoing, prior to the Closing Date, Buyer shall have the right, at Buyer's sole cost and expense, to assign this Agreement or its rights hereunder to a limited liability company where Buyer is a member and the manager ("**Permitted Assignee**"), without the Seller's consent. If Seller consents to any assignment pursuant to this Paragraph 25, or if the assignment is to Permitted Assignee, the assignment will not be effective against Seller until Buyer delivers to Seller a fully executed copy of the

assignment instrument, which instrument must be satisfactory to Seller in both form and substance and pursuant to which the assignee assumes and agrees to perform for the benefit of Seller the obligations of Buyer under this Agreement, and pursuant to which the assignee makes the warranties and representations required of Buyer under this Agreement and such other representations and warranties as Seller may reasonably require. Any assignment hereunder will not release Buyer from any of its obligations under this Agreement.

**26. Miscellaneous.**

26.1 Counterparts. This Agreement may be executed in counterparts.

26.2 Partial Invalidity. If any term or provision of this Agreement will be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

26.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

26.4 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

26.5 Professional Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, arbitration or suit, reasonable attorneys' fees, witness fees and any other professional fees resulting therefrom.

26.6 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

26.7 TIME OF ESSENCE. SELLER AND BUYER HEREBY ACKNOWLEDGE AND AGREE THAT TIME IS STRICTLY OF THE ESSENCE WITH RESPECT TO EACH AND EVERY TERM, CONDITION, OBLIGATION AND PROVISION HEREOF.

26.8 Construction. This Agreement has been prepared by Seller and its professional advisors and reviewed by Buyer and its professional advisers. Seller and Buyer and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Buyer or Seller. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.

26.9 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

26.10 No Recordation. No memorandum or other document relating to this Agreement will be recorded without the prior written consent of Seller, which may be withheld in its sole and absolute discretion, and any such consent or approval will be conditioned upon Buyer providing Seller with a quitclaim deed fully executed and acknowledged by Buyer, quitclaiming any and all interests that it may have in the Property to Seller, which quitclaim deed Seller may record in the event that this Agreement is terminated or the transaction contemplated herein is not consummated.

26.11 Survival. All obligations of the parties contained herein which by their terms do not arise until after the Close of Escrow, and any other provisions of this Agreement which by their terms survive the Close of Escrow, shall survive the Close of Escrow.

26.12 Possession. Seller shall deliver possession of the Properties to Buyer as of the Close of Escrow, including all keys in Seller's possession and originals of documents delivered hereunder.

26.13 Additional Instructions to Escrow Holder. Notwithstanding anything to the contrary contained in this Agreement, Escrow Holder's General Provisions are incorporated by reference herein to the extent they are not inconsistent with the provisions of this Agreement. If there is any inconsistency between those General Provisions and any of the provisions of this Agreement, the provisions of this Agreement shall control. If any requirements relating to the duties or obligations of Escrow Holder are unacceptable to Escrow Holder, or if Escrow Holder requires additional instructions, the parties agree to make any deletions, substitutions and additions, as counsel for Buyer and Seller shall mutually approve, and which do not materially alter the terms of this Agreement. Any supplemental instructions shall be signed only as an accommodation to Escrow Holder and shall not be deemed to modify or amend the rights of Buyer and Seller, as between Buyer and Seller, unless those signed supplemental instructions expressly so provide. If Escrow Holder is the prevailing party in any action or proceeding between Escrow Holder and some or all of the parties to the Escrow, Escrow Holder shall be entitled to all costs, expenses and reasonable attorneys' fees expended or incurred in connection therewith. If Escrow Holder is required to respond to any legal summons or proceedings not involving a breach or fault upon Escrow Holder's part, the parties to this Agreement agree to share equally all costs, expenses and reasonable attorneys' fees expended or incurred by Escrow Holder. In the event costs, expenses and reasonable attorneys' fees are reimbursed to Escrow Holder, Buyer and Seller agree that the prevailing party between Buyer and Seller shall be awarded reimbursement of such costs, expenses and reasonable attorneys' fees paid by it to Escrow Holder hereunder.

26.14 Amendments. This Agreement may be amended only by written agreement signed by both of the parties hereto.

26.15 Seller's Right to Revoke and Rescind. Seller has executed and delivered to Buyer copies of this Agreement prior to Buyer's execution of counterparts hereof. If Buyer does not

execute and deliver to each of Seller and Escrow Holder executed counterparts of this Agreement on or before June 23, 2010, then Seller may revoke and rescind its prior delivery of the Agreement at any time thereafter by written notice to Buyer at which time this Agreement shall be null, void and unenforceable.

26.16 Business Days. If any dates hereunder fall on a Saturday, Sunday or legal holiday, such date shall be the next following business day.

26.17 Limitation of Liability. Buyer acknowledges and agrees that neither the members, officers, partners, investment managers, employees, directors nor advisors of Seller assume any personal liability for obligations entered into by or on behalf of Seller.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SELLER:**

**ST. JOHN'S HEALTHCARE  
FOUNDATION (OXNARD AND  
PLEASANT VALLEY),**  
a California public benefit corporation

By:

Tim Maurice

Print: Tim Maurice

Its: Interim President

**BUYER:**

**OXNARD COMMUNITY  
DEVELOPMENT COMMISSION,**  
a body politic and corporate

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

Print: Dr. Thomas E. Holden

Its: Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan Holmberg, General Counsel

## EXHIBIT A

### Legal Description of Property

LOTS 5 AND 6, IN BLOCK "M" OF THE TOWN OF OXNARD AND NORTH ADDITION TO THE TOWN OF OXNARD, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGE 9 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 17 FEET OF SAID LOTS 5 AND 6 AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF OXNARD BY DEED RECORDED AUGUST 15, 1973 IN BOOK 4153, PAGE 566 OF OFFICIAL RECORDS.

APN: 202-0-103-210; 202-0-103-225

**Exhibit B**  
**Form of Grant Deed**

MAIL TAX STATEMENTS TO  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

APN: 032-060-03, 032-060-05, 032-060-08 and 032-060-09 (Above Space For Recorder's Use Only)

**GRANT DEED**

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of transfer tax which is due by a separate statement which is not being recorded with this Grant Deed.

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, St. John's Healthcare Foundation (Oxnard and Pleasant Valley), a California nonprofit public benefit corporation, hereby grants to the Oxnard Community Development Commission, a body politic and corporate, the real property in Ventura County, State of California, described in Exhibit "A" attached hereto and made a part hereof, together with all the building improvements, entitlements, hereditaments, easement rights of way and appurtenances belonging or in any way appertaining to the same (collectively, the "Property").

May 25 In witness whereof, the undersigned has executed this Grant Deed dated as of \_\_\_\_\_, 2010.

**ST. JOHN'S HEALTHCARE  
FOUNDATION (OXNARD AND  
PLEASANT VALLEY)**

a California public benefit corporation

By: Tim Maurice

Name: Tim Maurice

Its: Interim President

STATE OF CALIFORNIA

COUNTY OF Ventura

)  
) ss.  
)

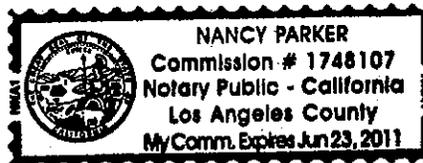
On May 25, 2010 before me, Nancy Parker,  
Notary Public, personally appeared Tim Maurice, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the  
within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~  
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.

Nancy Parker  
Notary Public

(Seal)



Document No. \_\_\_\_\_  
Date Recorded \_\_\_\_\_

**STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION  
NOT BE MADE A PART OF THE PERMANENT RECORD  
IN THE OFFICE OF THE COUNTY RECORDER**

(Pursuant to Section 11932 R&T Code)

To: Registrar-Recorder  
County of Ventura

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

St. John's Healthcare Foundation (Oxnard and Pleasant Valley)  
(as grantor)

and

\_\_\_\_\_  
(as grantee)

Properties described in the accompanying document is located in City of Oxnard.

The amount of tax due on the accompanying document is \$ \_\_\_\_\_.

X  Computed on full value of property conveyed, or

\_\_\_\_\_ Computed on full value less liens and encumbrances remaining at time of sale.

\_\_\_\_\_  
Signature of Declarant or Agent

**Exhibit B-1**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2010 from St. John's Healthcare Foundation (Oxnard and Pleasant Valley), a California nonprofit public benefit corporation, to the Oxnard Community Development Commission, a body politic and corporate, is hereby accepted on the terms and conditions as set forth therein, and pursuant to Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, the Oxnard Community Development Commission consents to recordation thereof by its duly authorized officer.

DATED: \_\_\_\_\_, 2010

OXNARD COMMUNITY  
DEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Dr. Thomas E. Holden, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan Holmberg, General Counsel

**Exhibit C**

**FIRPTA Affidavit**

**CERTIFICATION OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by St. John's Healthcare Foundation (Oxnard and Pleasant Valley), a California public benefit corporation ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

Transferor is not a foreign corporation, foreign partnership, foreign trust and foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); Transferor's U.S. employer identification number is 20-2865781; and Transferor's office address is St. John's Healthcare Foundation (Oxnard and Pleasant Valley) a California nonprofit benefit corp.\* 1600 Rose Ave., Oxnard, CA 93030 Att: President & Chief Executive Officer

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

Under penalties 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 the document on behalf of the Transferor.

**ST. JOHN'S HEALTHCARE FOUNDATION  
(OXNARD AND PLEASANT VALLEY)**  
a California nonprofit public benefit corporation

By: *Tim Maurice*  
Name: Tim Maurice  
Title: Interim President

**Exhibit D**

**Form of California Withholding Exemption Certificate, Form 593-C**

YEAR 2009 **Real Estate Withholding Certificate** CALIFORNIA FORM **593-C**

<b>Part I - Seller's Information</b>		Return this form to your escrow company.	
Name <b>St. John's Healthcare Foundation</b>		SSN or TIN	<b>20-286-5781</b>
Spouse's/RDP's Name (if jointly owned)		Spouse's/RDP's SSN or TIN (if jointly owned)	
Address (including suite, room, P.O. Box, or F.M.B. no.)		<input type="checkbox"/> FEIN <input type="checkbox"/> CA Corp. no.	
City	State	ZIP Code	Ownership Percentage
Property address (If no street address, provide parcel number and county)			

To determine whether you qualify for a full or partial withholding exemption, check all boxes that apply to the property being sold or transferred. (See line-by-line notes to the instructions).

**Part II - Certifications which fully exempt the sale from withholding:**

1.  The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121.
2.  The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period.
3.  The seller has a loss or zero gain for California income tax purposes on this sale. To check this box you must complete Form 583-E, Real Estate Withholding-Computation of Estimated Gain or Loss, and have a loss or zero gain on line 16.
4.  The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for nonrecognition of gain for California income tax purposes under IRC Section 1033.
5.  The transfer qualifies for nonrecognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest).
6.  The seller is a corporation (or a limited liability company (LLC) classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of business in California.
7.  The seller is a California partnership or qualified to do business in California, or an LLC that is classified as a partnership for federal and California income tax purposes and is not a single member LLC that is not disregarded for federal and California income tax purposes. If this box is checked, the partnership or LLC must still withhold on nonresident partners or members.
8.  The seller is a tax-exempt entity under California or federal law.
9.  The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust.

**Part III - Certifications that may partially or fully exempt the sale from withholding:**

Real Estate Escrow Person (REEP): See instructions for amounts to withhold.

10.  The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031.
11.  The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031.
12.  The transfer of this property is an installment sale where the buyer is required to withhold on the principal portion of each installment payment. Copies of Form 593-I, Real Estate Withholding Sale Acknowledgment, and the promissory note are attached.

**Part IV - Seller's Signature**

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent. I understand that the Franchise Tax Board may review relevant escrow documents to ensure withholding compliance and that completing this form does not exempt me from filing a California income or franchise tax return to report this sale.

Seller's Name and Title	<b>Tim Maurice</b>	Seller's Signature	<i>Tim Maurice</i>	Date	<b>5/25/10</b>
Spouse's/RDP's Name		Spouse's/RDP's Signature		Date	

Please verify that the SSN or TIN listed above in Part I of this form is correct.

**Seller:** If you checked any box in Part II, you are exempt from real estate withholding.  
 If you checked any box in Part III, you may qualify for a partial or complete withholding exemption.  
 If you did not check any box in Part II or Part III, the withholding will be 3.13% (.0333) of the total sales price or the optional gain on sale withholding amount certified by seller on Form 593, Real Estate Withholding Tax Statement.  
 If you are withheld upon, the withholding agent should give you one copy of Form 593. Attach a copy to the lower front of your California income tax return and make a copy for your records.

Keep Form 593-C for five years following the close of the transaction. You must furnish the form to the FTB upon request.

EXHIBIT E

Form of Bill of Sale

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, ST. JOHN'S HEALTHCARE FOUNDATION (OXNARD AND PLEASANT VALLEY), a California public benefit corporation (the "Seller"), does hereby transfer and assign to City of Oxnard Community Development Commission ("Buyer"), all of its respective right, title and interest in and to the personal property, equipment and fixtures described on Exhibit B attached hereto and incorporated herein by reference ("Personal Property") located respectively at the certain real property located in Ventura County, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

SUCH PERSONAL PROPERTY IS BEING TRANSFERRED ON AN AS-IS, WHERE-IS AND WITH-ALL-FAULTS BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER BY SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES THAT SELLER EXPRESSLY DISCLAIMS AND NEGATES, AS TO ALL PERSONAL PROPERTY TRANSFERRED HEREBY: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS. BUYER FURTHER ACKNOWLEDGES THAT WHEN SELLER ACQUIRED THE PERSONAL PROPERTY, IT WAS ACQUIRED BY GIFT AND FURTHER THAT SELLER NEVER OPERATED OR MAINTAINED ANY OF THE PERSONAL PROPERTY AND AS SUCH HAS NOT INSPECTED THE SAME AT ANY TIME.

Dated: May 25, 2010.

SELLER:

ST. JOHN'S HEALTHCARE FOUNDATION  
(OXNARD AND PLEASANT VALLEY)  
a California nonprofit public benefit corporation

By: Tim Maurice  
Name: Tim Maurice  
Title: Interim President

\* a body politic and corporate

Exhibit A to Bill of Sale

Legal Description

LOTS 5 AND 6, IN BLOCK "M" OF THE TOWN OF OXNARD AND NORTH ADDITION TO THE TOWN OF OXNARD, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGE 9 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID VENTURA COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 17 FEET OF SAID LOTS 5 AND 6 AS CONVEYED TO THE REDEVELOPMENT AGENCY OF THE CITY OF OXNARD BY DEED RECORDED AUGUST 15, 1973 IN BOOK 4153, PAGE 566 OF OFFICIAL RECORDS.

APN: 202-0-103-210; 202-0-103-225

Exhibit B to Bill of Sale

List of Personal Property

4 – Minor washers (front load) – automatic washer extractor

7 – Speed Queen dyers – commercial dryer

18 – Speed Queen drying tumblers

19 – Speed Queen commercial washers

2 – vending machines

1 – drink

1 – packaged foods

1 – Shopvac – 16 gallon

2 – wall mounted pay phones – Verizon

## Exhibit F

### List of Personal Property and Equipment

4 – Minor washers (front load) – automatic washer extractor

7 – Speed Queen dyers – commercial dryer

18 – Speed Queen drying tumblers

19 – Speed Queen commercial washers

2 – vending machines

    1 – drink

    1 – packaged foods

1 – Shopvac – 16 gallon

2 – wall mounted pay phones – Verizon