

## **REAL ESTATE PURCHASE AGREEMENT**

**This Real Estate Purchase Agreement** ("Agreement") is made effective as of \_\_\_\_\_, 2020 ("Effective Date"), by and between [SELLER], a California Limited Liability Company ("Seller"), and [BUYER], a District of Columbia Non-Profit Corporation. Trustee ("Buyer"), who agree as follows:

### 1. RECITALS.

This Agreement is made with reference to the following facts and circumstances:

a. Seller is the fee simple owner of approximately X acres of agricultural real estate located generally at [property address], California (APNs [list of parcel numbers]) (the "Real Property"). The legal description for the Real Property is set forth on Exhibit "A", and attached hereto and incorporated herein by this reference.

b. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property in a bargain sale transaction under the terms and conditions hereinafter set forth.

### 2. SALE OF REAL PROPERTY.

This Agreement, when executed by Buyer and Seller, shall constitute a binding agreement between Buyer and Seller pursuant to which Buyer shall buy from Seller and Seller shall sell to Buyer, for the purchase price and upon and subject to the provisions and conditions contained herein, all right, title and interest of Seller in and to the Real Property, together with any and all rights (including mineral, oil, gas and similar estates and rights and water rights), structures, improvements, crops, betterments, existing leases, easements, licenses, entitlements, contract rights, permits, accretions, and interests pertaining or appurtenant to the Real Property (collectively with the Real Property, the "Property").

### 3. TERMS AND CONDITIONS OF PURCHASE.

a. Purchase Price. The cash Purchase Price ("Purchase Price") for the Property shall be fifty percent of XXX Dollars (\$XXX), which shall be paid to the Seller at the Close of Escrow.

b. Seller intends that the difference between the fair market value of the Property and the Purchase Price will be a charitable contribution to Buyer (the "Charitable Contribution"). Buyer agrees to cooperate with Seller, its legal counsel, and accountants with regards to the Charitable Contribution as provided in Section 16(b) below.

c. Deposit. Buyer shall deposit in Escrow with the Title Company (as defined below) a good faith deposit of XXX Dollars (\$XXX) (the "Deposit") on or before five days from the execution of this Agreement. The Deposit shall be invested by the Title Company in a separate, federally-insured, interest-bearing trust account acceptable to Buyer and all interest accrued thereon shall be for Buyer's account. The term "Deposit" shall include any interest earned thereon. The Deposit shall be fully refundable up to the expiration of the Contingency Period as described below. The Deposit shall apply to the Purchase Price and act as Liquidated Damages as provided in Section 10. If this Agreement terminates before the Close of Escrow for any reason other than a default by Buyer, the Deposit shall be returned by the Title Company to Buyer without the need for further instruction to do so, and Buyer shall have no further obligation to purchase the Property.

d. Personal Property. Seller does not intend to transfer any personal property in connection with the sale contemplated herein.

e. Right to Crops. Seller shall have the right to operate harvest, and receive crop proceeds for the entire 2020-2021 crop season for the crops grown on the Property as of the Effective Date. At

close of escrow, Buyer as Lessor, and Seller as Lessee, will enter into a lease for the remainder of 2020 and 2021 crop seasons for the crops grown on the Property (the "Crop Lease"). Seller shall be responsible for all real estate taxes, insurance, maintenance, and operating costs, including, but not limited to, farm management, harvest, irrigation, utilities etc., until the expiration or termination of the Crop Lease. Buyer shall provide Seller with a copy of the proposed Crop Lease within 10 days of execution of this Agreement. It is the intent of Seller and Buyer that the Crop Lease be a "triple net" lease. Seller and Buyer agree to cooperate to negotiate a final Crop Lease prior to the expiration of the Contingency Period described below.

f. Purchase of Property "AS IS". Except for the Seller's representations as set forth herein in this Agreement, this Property is being sold without, and Seller expressly disclaims, any implied warranty. Buyer accepts the Property in an AS-IS condition, with all defects, if any, known and unknown, and Buyer is thereby relying solely on Buyer's inspection of the Property and NOT upon any representation or warranty of Seller. Seller does not warrant any soil or geological condition, nor does Seller represent that the Property will be suitable for a specific crop or crops or any other intended use by Buyer. Buyer and Seller acknowledge that Buyer is purchasing the Property "AS IS" for agricultural or development purposes based solely on Buyer's independent review and inspection of the physical condition of the Property and all other matters which Buyer determines to be necessary or appropriate for Buyer to determine whether to acquire the Property. Buyer's purchase of the Property is based solely upon Buyer's evaluation, examinations, inspections and tests and not upon any representation or warranty made by Seller, or any agent of Seller, express or implied, except as expressly and specifically set forth in this Agreement. Seller expressly disclaims any implied warranties relating to the Property or Buyer's purchase of the Property.

4. Escrow. Escrow shall open with (the "Title Company") within one (1) business day from mutual execution of this Purchase Agreement.

a. Closing Date. The closing of the sale of the Property (the "Closing Date") shall occur within 60 days of the expiration of the Contingency Period as set forth below. The closing of the sale of the Property shall take place at the office of the Title Company or as otherwise mutually agreed upon by the parties.

b. Contingency Period: Buyer shall have a ninety (90) day Contingency Period from opening of Escrow to terminate this Agreement in the event the Buyer is unsatisfied (for any reason, in its sole and absolute discretion) with the results of its investigations of the Property. If Buyer does not give affirmative notice of disapproval during the Contingency Period, the Closing Date shall be 60 days thereafter. During the Contingency Period, Buyer will have the right to conduct the following due diligence:

1. Appraisal. Buyer has commissioned a written appraisal from [Appraiser] for the Property to appraise the current agricultural value of the Property, assuming the highest and best use is for continued agriculture.

2. Title. Within seven (7) days of execution of this Agreement, Seller shall provide Buyer with a current Preliminary Title Report from the Title Company. Buyer will have ten days from receipt to notify Seller of any exception in the Preliminary Title Report or any matter disclosed in the Survey (as defined in Section 7 below) ("Title Objections". Seller thereupon shall have ten (10) days within which to cause such Title Objections to be removed from the Preliminary Title Report or cause the matters reflected on the Survey to be removed, as the case may be ("Cure"). In the event that Seller is unable or unwilling to effect such Cure, then Buyer, at its option, may elect to (i) terminate this Agreement, whereupon the parties hereto shall have no further obligations hereunder, or (ii) waive such Title Objections and proceed to Closing, as set forth herein. The lien of real property taxes which are not delinquent at Closing, utility easements, rights-of-way and restrictions of record approved by Buyer, and any Title Objections subsequently waived in writing shall hereinafter be deemed to be "Permitted

Exceptions.” At least ten (10) days prior to the Closing Date, Buyer may obtain from the Title Company an updated Title Report. If the updated Title Report discloses any Title Objection that was filed of record after the date of the initial Preliminary Title Report received by Buyer, then Seller shall have thirty (30) days after the date of such updated Title Report within which to attempt to Cure such Title Objection. In the event that Seller is unable or unwilling to effect such Cure, then Buyer, at its option, may elect to (i) terminate this Agreement, whereupon the parties hereto shall have no further obligations hereunder, or (ii) waive such Title Objections and to proceed to Closing, as set forth herein. A standard form CLTA Owners Title Policy for Agricultural Property shall be issued to Buyer at Seller’s Cost at the close of Escrow in the amount of the Purchase Price from (Title company) Should Buyer wish to obtain an Extended Policy of the Title Insurance, all associated additional costs shall be borne by Buyer. Following execution of the Purchase Agreement, Seller will enter into no agreement affecting the Property beyond the Close of Escrow without Buyer’s written consent.

3. Examinations. Buyer, at Buyer’s expense, shall conduct such tests, studies, environmental and other inspections, review of federal, state or local laws, access to roads, general feasibility and other examinations (collectively “Examinations”) as it may elect in its sole judgment, to determine the suitability of the Property for Buyer’s purposes.

c. Consideration. On the Closing Date the Buyer shall deliver to Escrow the balance of the Purchase Price, XXX Dollars (\$XXX), in cash or other readily available funds. Buyer may elect to take the Property subject to a new first deed of trust on the Property in the amount and to the satisfaction of Buyer, so long as Seller shall have no liability therefore.

d. Conditions of Closing. The satisfaction or written waiver by Buyer of the following conditions shall be a condition precedent to any obligation or duty of Buyer under this Agreement:

1. It shall be a condition to the Close of Escrow and a covenant of Seller that Seller shall convey title to the Property to Buyer, subject only to the following permitted exceptions (the “Permitted Exceptions”): (1) the Crop Lease; (2) a lien to secure payment of non-delinquent real estate taxes; (3) matters created by or with the written consent of Buyer; and (4) exceptions that are disclosed by the Title Report and that are approved or deemed approved by Buyer in accordance with Section 4(b)(2).

2. On the Closing Date, all of the representations and warranties of Seller set forth in Section 21(a) hereof shall be true, accurate and complete in all material respects.

3. Buyer and Seller shall have mutually agreed upon a Crop Lease during the Contingency Period.

4. The Buyer’s Board of Directors (or authorized Board committee) has approved the acquisition of the Property prior to the expiration of the Contingency Period. If the Buyer’s Board disapproves of the acquisition, Buyer shall give notice of disapproval as provided in Section 4.b.

e. Closing. Buyer and Seller shall comply with the following procedures relating to the Closing:

1. Seller shall execute, acknowledge, and deliver to Buyer a grant deed substantially in the form attached hereto as Exhibit “B” for recording and conveying the Property, as described in the Survey, to Buyer, subject only to the Permitted Exceptions.

2. Seller and Buyer agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

5. COMMISSIONS. Seller shall pay a commission to Broker A, pursuant to a separate agreement. Brokers B and C represent the Seller exclusively. Seller agrees that it shall indemnify and save

harmless Buyer from and against all costs, claims, expenses, or damages including reasonable attorneys' fees resulting from or related to any commission alleged to be due by such broker. Buyer is not represented by any broker or realtor, and both parties acknowledge that no other brokers, realtors or agents are representing them or entitled to any commissions or finder's fees. This paragraph shall survive the Close of Escrow or any earlier termination of this Agreement.

6. PRORATIONS. The following prorations and deductions shall be made as of the Closing Date. Any amounts due from Seller shall be deducted from Seller's proceeds, and any amounts due from Buyer shall be deposited by Buyer before the Closing Date.

a. Real property taxes payable with respect to the Property shall not be prorated as of the Closing Date consistent with the terms of the Crop Lease which will provide for Seller to pay real estate taxes during the term of the Crop Lease.

b. Recording and Escrow fees as well as such customary and standard expenses shall be paid and prorated equally between Buyer and Seller, in accordance with the custom of X County.

c. Seller shall pay documentary transfer taxes and sales taxes.

7. DELIVERY OF DOCUMENTS. Within five (5) days from Opening of Escrow, Seller shall deliver to Buyer a copy of all existing plans for the Property, along with any existing reports or tests conducted on the Property, to the extent any are in possession or control of Seller, its agents or representatives (to the best of Seller's knowledge), including but not limited to, any existing survey, all environmental reports performed by Seller and all of the information set for on Exhibit "C" attached hereto ("Seller Provided Information"), subject to any confidentiality considerations another restrictions on the disclosure of such information. At Buyer's election, purchase of the Property will include an assignment of all of Seller's right, title and interest in and to any or all permits, licenses, plans and reports relating to the Property.

8. POSSESSION.

Seller shall deliver possession of the Property to Buyer at the Closing Date subject to Seller's rights under the Crop Lease.

9. DESTRUCTION OR EMINENT DOMAIN.

Seller shall bear all risk of loss if the Property or any portion thereof is damaged by casualty, force majeure or other cause. If the portion of the Property that is the subject of such casualty, force majeure or other cause has a value in excess of \$XXX, as reasonably determined by Buyer and Seller, either the Purchase Price shall be reduced by the amount of the damage and Buyer shall have the option to proceed in accordance with the terms and conditions of this Agreement, or Buyer shall have the option to terminate this Agreement by providing written notice to Seller within thirty (30) days after such occurrence. If prior to Closing, any authority having the right of eminent domain shall commence negotiations with Seller regarding the possible temporary or permanent taking or acquiring of all or any part of the Property by eminent domain or condemnation, or commence legal action for temporary or permanent taking or acquiring of all or any part of the Premises, Seller shall immediately give notice to Buyer. If the portion of the Property that is the subject of such eminent domain or other proceeding, has a value in excess of \$XXX, as reasonably determined by Buyer and Seller, Buyer shall have the right to terminate this Agreement or proceed to close, in which event the Purchase Price (i) shall be reduced by the amount of condemnation award; or (ii) shall remain unchanged and the Buyer shall receive such award in the event that such amounts are paid prior to Closing.

10. LIQUIDATED DAMAGES.

If Seller fails to perform in accordance with the terms of this Agreement or if any representation or warranty made by Seller herein shall be untrue upon execution hereof or at the Closing Date, then

Buyer may terminate this Agreement, and shall be entitled to all rights and remedies available at law and equity including but not limited to the right to specific performance and/or the right to recover damages from Seller. AS INDICATED BY THEIR INITIALS AT THE END OF THIS PARAGRAPH, BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IF BUYER DEFAULTS IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER, AND SELLER SHALL BE DAMAGED THEREBY IN AN AMOUNT WHICH WOULD BE DIFFICULT AND IMPRACTICABLE TO ASCERTAIN. ACCORDINGLY, THE PARTIES AGREE THAT THE DEPOSIT SHALL CONSTITUTE A FAIR AND REASONABLE ESTIMATE OF SELLER'S DAMAGES THEREFORE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE HEREOF AND THAT SELLER SHALL BE ENTITLED TO RETAIN SUCH AMOUNT AS LIQUIDATED DAMAGES. BUYER HEREBY WAIVES ANY RIGHT TO CLAIM THAT SUCH AMOUNT IS NOT FAIR AND REASONABLE. THIS PROVISION IS BINDING AS BETWEEN BUYER AND SELLER AND EACH AGREES TO EXECUTE SUCH DOCUMENTS AS MAY BE REQUIRED TO EFFECTUATE THIS PROVISION.

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

**11. BUYER'S DESIGNEE.**

Buyer and Seller acknowledge and agree that Buyer may elect to assign its rights under this Agreement and the Escrow established thereunder to a nominee or designee (hereinafter, "Designee"); provided, however, that Designee shall be a single-member limited liability company wholly owned by Buyer as contemplated by IRS Notice 2012-52 "Charitable Contributions to Domestic Disregarded Entities or that Designee shall be an IRC 501(c)(3) entity, qualified to conduct bargain/sale purchases of Property and shall assume and agree to be bound by each provision and condition of this Agreement. Such assignment to a Designee shall be subject to the obligation of Buyer to purchase the Property. Any assignment made by Buyer shall not impact the ability of Seller to benefit from the bargain sale and charitable gift donation.

**12. BUYER'S ENTRY.**

Buyer, its agents and representatives, shall have the right to enter upon the Property at reasonable times for the purpose of making the inspections provided for in Paragraph 4(b)(3) hereof. Buyer shall indemnify and hold harmless Seller from and against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and any and all expenses incurred in investigating, preparing or defending against litigation, commenced or threatened or any claim whatsoever (collectively, "Damages") asserted against, imposed upon or incurred or suffered by Seller as a result of or arising from any injury or damage to persons or property in connection with the negligent acts or omissions or willful misconduct of Buyer or any of its employees, agents or contractors in connection with the entrance onto the Property by Buyer, its agents or representatives, provided, however, that Buyer's obligations under this Section 12 shall not include indemnification of Seller or the obligation to hold Seller harmless for any monetary damages or diminution in the value of the Property as a result of the mere discovery of a pre-existing condition at the Property. The foregoing indemnity shall survive the Close of Escrow (and not be merged therein) or any earlier termination of this Agreement.

**13. 1031 EXCHANGE.**

If either Buyer or Seller elects to structure the sale of the Property as a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986, or any successor statutes, the other party shall cooperate with the party making such election, provided that (a) such cooperation shall be at no cost to the party not making such election, and (b) structuring the transaction as a tax-deferred exchange does not delay the Closing Date, and (c) such cooperation shall not be inconsistent with any other requirement set forth in this Agreement. Buyer will not be obligated to take title to any real property other than the Property described herein.

14. GOVERNMENTAL REGULATIONS. Buyer shall have the right to review and approve the zoning, land use, development requirements and conditions, and other governmental regulations, laws, permits, and approvals that apply to the Property or are relevant to Buyer's anticipated use of the Property. In addition, during the Contingency Period, Buyer will have the right to communicate directly with any and all governmental and quasi-governmental bodies and agencies having jurisdiction over the Property and to apply for an obtain any approvals, permits, and licenses necessary or desirable in connection with Buyer's planned use of the Property, provided that no such approvals, permits or licenses shall impose any obligations or liability on Seller or any restrictions on the Property if Buyer does not purchase the Property.

15. DOCUMENTS RELATING TO PROPERTY. Buyer shall have the right to review and approve all documents set forth on Exhibit "C" attached.

16. PARTIES COOPERATION.

(a) Seller. Seller agrees to cooperate fully with Buyer in Buyer's performance of the due diligence process as described above.

(b) Buyer: The Parties acknowledge that Seller will seek to obtain tax deductions or other tax benefits in connection with bargain sale by Seller to Buyer of the Property, as described in Paragraph 3(b). Seller acknowledges that the substantiation of a charitable contribution tax deduction rests exclusively with Seller. Buyer makes no representation as to the tax consequences of the transaction(s) contemplated by this Agreement. Seller will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code. Buyer shall have no responsibility or liability for the determination of the amount or availability of any income tax deduction which Seller may claim. Buyer agrees to reasonably cooperate with Seller in Seller's efforts to have the bargain sale treated as a tax deductible, charitable contribution to Buyer; provided however, that Buyer is not obligated to (1) sign a Form 8283 if Buyer has significant concerns about the appraiser, appraisal, and/or claimed tax deduction nor (2) prepare the Form 8283, the preparation of which shall be Seller's sole responsibility. Seller's obligation to transfer the Property to Buyer shall not be conditioned upon the receipt by Seller of any tax benefit.

17. COSTS OF INSPECTION. All inspections and surveys conducted by Buyer During Escrow shall be at Buyer's expense.

18. EXAMINATION OF AGREEMENT. The submission of this Agreement by Seller, Its agent or representative for examination or execution by Buyer shall not constitute an offer or option to acquire the Property to or in favor of Buyer; rather, the parties intend that this Agreement shall become binding and effective only upon Seller's execution and delivery of a fully-executed counterpart hereof to Buyer.

19. MARKETING. Seller agrees to refrain from marketing the Property unless and until this Agreement is terminated.

20. MAINTENANCE OF PROPERTY. Seller shall continue to operate, maintain and keep the Property in a manner consistent with Seller's past practices with respect to the Property through the Closing Date. Seller shall maintain the property insurance coverage currently in effect for the Property, or comparable coverage, through the Closing Date. Seller will advise Buyer of any notice Seller receives after the Effective Date or any actions, lawsuits, litigation or other proceeding with respect to the Property. Seller will advise Buyer of any notice Seller receives after the Effective Date from any governmental authority of the violation of any laws regulating the condition or use of the Property.

21. ATTORNEYS' FEES.

If any action at law or suit in equity is commenced in relation to this Agreement or any other instrument or agreement executed in connection herewith, the nonprevailing party in such action or suit shall pay, in addition to any other sums such party may be required to pay, reasonable attorneys' fees

and costs incurred by the prevailing party to such action or suit whether or not such proceeding or action proceeds to judgment.

## 22. REPRESENTATIONS AND WARRANTIES.

a. Seller represents and warrants to Buyer as follows:

1. Authority. Seller has the full power and authority to execute, deliver and perform its obligations under this Agreement.

2. No Government Order or Directives. Seller warrants that to the best of its knowledge it has no knowledge of any order or directive of any city, county, state, or federal authority, that any work of repairs, maintenance, or improvement be performed on the Property. Seller has received no notice from any municipal, state or other statutory authority, or from any board of fire underwriters or any improvement association or architectural committee relating to (i) defects in the improvements on the Property; or (ii) relating to any threat of impending expropriation or condemnation.

3. Enforceability. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable in accordance with its terms.

4. Other Agreements; Third Party Consents. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or constitute a default under any of the terms, conditions, or provisions of any other agreement or judicial order to which Seller is a party or by which Seller is bound. No default under any instrument constituting or creating any lien, encumbrance, liability, claim, right, demand, easement, covenant, condition, option, or restriction of any kind against the Property or any part thereof, is presently existing under any such instrument, and no event has occurred which, with notice or lapse of time or both, would constitute any such default. No consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated by this Agreement.

5. Bankruptcy. Seller is not insolvent, is not the subject of any insolvency, liquidation, restructuring, or reorganization proceedings, and has not (i) made a general assignment for the benefit of its creditors, (ii) filed any voluntary petition, or suffered the filing of any involuntary petition by a creditor, under any federal or state bankruptcy or insolvency law, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) admitted orally or in writing its inability to pay debts as they become due, or (v) made an offer of settlement or entered into a settlement or composition with creditors generally.

6. Anti-Terrorism and Money Laundering. Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is a Prohibited Person, and Seller is not and will not knowingly engage in any dealings or transactions or otherwise be associated with any Prohibited Person. As used herein "Prohibited Person" means any person: (i) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"); (ii) with whom Buyer is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the Executive Order and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56) and any amendment or replacement thereof; (iii) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (iv) who is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.ustreas.gov/ofac>, or at any replacement website or other replacement official publication of such list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering or

similar activities; or (v) who is covered by the U.S. Department of Treasury's Office of Foreign Asset Control, or any other law, regulation or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law.

7. Mechanics Liens: All bills and claims for labor performed and materials furnished to or for the benefit of the Property have been paid in full, and There are no actual or, to the best of Seller's knowledge, impending mechanics or materialmens liens (whether pending or perfected) against the Property.

8. Adverse Conditions. There are no notices or, to the best of Seller's knowledge, other information giving Seller reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may have a material effect on the value of the Property, or subject the owner of the Property to potential liabilities under environmental laws.

9. Proceedings or Violations. There are no actions, lawsuits, litigation or other proceeding or zoning violations pending or, to the best of Seller's knowledge, threatened with respect to the Property and there are no uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

10. Applicable Laws. To the best of Seller's knowledge, the Property does not violate the provisions of any currently applicable law, code, ordinance, regulation, order, decree or other governmental requirement.

11. Environmental Issues. (a) To the best of Seller's knowledge, there are no Hazardous Substances in, on or migrating from or onto the Property. To the best of Seller's knowledge there has been no Release, Treatment, Disposal, or Transportation of Hazardous Substances on, in or from the Property, and the Property is free from any environmental problems, Hazardous Waste, pollutants, contaminants and toxic substances. To the best of Seller's knowledge the Property is, in full compliance with all applicable laws, regulations, and ordinances and Seller has not utilized, stored, accumulated or generated Hazardous Substances on the Property except as permitted, allowed or authorized by such laws, regulations and ordinances. To the best of Seller's knowledge there are no and have been no underground storage tanks (including without limitation, tanks such as those used to contain heating oil that may be exempt from regulation under RCRA or corresponding state laws or regulations) located on the Property. To the best of Seller's knowledge there are no wetlands or navigable waters, within the meaning of or as defined by the Clean Water Act 33 U.S.C. §404 and regulations promulgated thereunder and any other applicable federal, state or local law or regulations, on the Property. (b) There have been no, nor is there now any pending, threatened, ongoing or unresolved administrative or enforcement actions, investigations, compliance orders, claims, demands, actions or other litigation or violations, based on environmental laws and regulations or otherwise related to the actual or alleged presence of Hazardous Substances in, on or transported from the Property or other environmental condition of the Property brought by governmental authorities or other persons or entities. (c) As used in this Section, the terms Hazardous Substance, Release and Transportation shall have the same meanings and definitions as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. §6901 et seq., and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, provided, however that as used herein the term Hazardous Substance shall also include: (i) any Pollutant or Contaminant as those terms are defined by CERCLA; (ii) any Solid Waste or Hazardous Constituent as those terms are defined by, or as otherwise identified by, the Resource Conservation and Recovery Act as Amended, 42 U.S.C. §6901 et seq., or regulations promulgated thereunder (collectively "RCRA") and any other applicable state or local law or regulation; (iii) crude oil, petroleum, and fractions or distillates thereof; (iv) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance,

directive or ruling; (v) any infectious waste or medical waste as defined by any applicable federal or state laws or regulations; and (vi) any fungal or other biologic materials which may present a health risk. The terms Treatment and Disposal shall have the same meanings and definitions as set forth in RCRA.

12. Contiguous Parcels. The parcels comprising the Property are contiguous to one another so that there are no gaps or gores in the Property when viewed as a whole.

13. Leases. There is no oral or written lease agreement or contract in any way affecting or related to the Property which could affect the Property other than as disclosed as a Permitted Exceptions or on the Survey and except for: \_\_\_\_\_.

Whenever in this Agreement a representation is limited to the "best of Seller's knowledge", the parties intend that the representation is based on the knowledge of \_\_\_\_\_, after making reasonable inquiry of any third party property manager and the partners, officers, members, managers, and employees of Seller who are or have been involved in the development, leasing, operation, or sale of the Property.

b. Buyer represents and warrants to Seller as follows:

1. Authority. Buyer represents and warrants that it is a validly organized Internal Revenue Code §501(c)(3) Non-Profit Organization empowered to accept charitable gifts.

2. No Violation of Agreements. The execution, delivery and performance of Seller's obligations under this Agreement and the consummation of the transactions contemplated hereby (i) will not result in a breach or violation of any contract, commitment or restriction to which Seller is a party or by which Seller is bound; and (ii) do not require any consent, approval or other authorization of any person, entity or authority not previously obtained.

23. ENTIRE AGREEMENT.

This Agreement (together with the exhibits attached hereto) fully and completely expresses the entire agreement between the parties with respect to the subject matter hereof. There are no writings, conversations, understandings, representations, warranties or agreements which the parties intend to be a part hereof except as expressly set forth in this Agreement or to be set forth in the instruments or other documents delivered or to be delivered thereunder. This Agreement represents the entire agreement between the parties hereto and supersedes any and all previous written or oral agreements or discussions between the parties and any other person or legal entity concerning the transactions contemplated herein.

24. AMENDMENTS AND WAIVERS.

No change in, amendment to, waiver or termination of this Agreement or any part hereof shall be valid unless in writing and executed by or on behalf of the party to be charged therewith.

25. NO THIRD-PARTY BENEFIT.

Except as expressly provided herein, the parties acknowledge and agree that the provisions of this Agreement are for the sole benefit of the parties hereto and are not for the benefit, directly or indirectly, of any other person or entity.

26. GOVERNING LAW.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties thereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California.

27. COVID-19 ADDENDUM. Attached hereto as Exhibit "D" is a Coronavirus Addendum allocating rises of nonperformance due to the Covid-19 Pandemic.

28. HEADINGS.

Paragraph headings have been inserted in this Agreement as a matter of convenience only; such paragraph headings are not a part of this Agreement and shall not be used in the interpretation of this Agreement.

29. SEVERABILITY.

If any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

30. TIME OF THE ESSENCE.

Time is hereby expressly made of the essence with respect to the performance and/or satisfaction of each of the provisions and conditions of this Agreement.

31. GENDER AND NUMBER.

Wherever the context so requires, all words used in the singular shall be construed to include the plural, and vice versa, and words of any gender shall include any other gender.

32. NOTICES.

No notice, request, demand, instruction or other documents to be given thereunder to any party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or when delivered by mail, sent by registered or certified mail, return receipt requested, as follows:

If to Buyer:

If to Seller:

Notice given by mail shall be deemed to have been given five (5) days after the deposit in any government post office box, postage prepaid, addressed as set forth above. Notice shall not be deemed given unless and until, under the preceding sentence, notice shall be deemed given to all addressees to whom notice must be sent. The addresses and addressees for the purpose of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice.

33. FURTHER ASSURANCES.

Each party shall perform or cause to be performed any further acts and execute and deliver any documents that reasonably may be necessary or advisable to carry out the provisions of this Agreement.

34. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. This Agreement may be executed by a party's signature transmitted by facsimile ("fax") or by electronic mail in DocuSign or pdf format ("pdf"), and copies of this Agreement executed and delivered by means of faxed, DocuSign, or pdf signatures shall have the same force and

effect as copies hereof executed and delivered with original signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original manually executed signature page.

35. SUCCESSORS AND ASSIGNS.

Except as otherwise expressly provided, this Agreement, and each of its provisions, covenants and conditions, shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, transferees, successor-in-interest and assigns.

BUYER:

[BUYER]

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

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

SELLER:

[SELLER]

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

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

**EXHIBIT "A"**

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of County A, State of California, described as follows:

PARCEL A:

PARCEL B:

PARCEL C:

APN: [list of assessor's parcel numbers]

**EXHIBIT "B"**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
DEED AND TAX STATEMENTS TO:

Name  
Address

APN: *[insert APN]*  
*[insert address of property]*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor declares:

[Document is exempt from the fee imposed by the Building Homes and Jobs Act - SB2 (Government Code §27388.1) as it is recorded in connection with a transfer subject to Documentary Transfer Tax.]

Documentary transfer tax is \$ \_\_\_\_\_

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at the time of sale.
- Unincorporated area: \_\_\_\_\_  City of \_\_\_\_\_
- Realty not sold:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

***[insert current owner name]***

hereby GRANTS to

***[insert name of new owner]***

the following described real property in the City of [\_\_\_\_\_], County of [\_\_\_\_\_], State of California:

***[insert legal description of property or [As shown on Exhibit A attached hereto and made a part of.]]***

subject only to the exceptions shown on Exhibit [\_\_] attached hereto.

Date: \_\_\_\_\_, 2020

***[insert current owner name, a \_\_\_\_\_ company]***

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[insert Notary Acknowledgment, Exhibit [\_\_] (Permitted Exceptions)]***

## EXHIBIT "C"

### SELLER PROVIDED INFORMATION

- Any leases or contractual obligations encumbering the Property.
- Any and all licenses, permits and agreements affecting or relating to the ownership, possession, or development of the Property.
- Copies of any and all existing contracts or agreements relating to the operation, maintenance, service, repair, development, improvement, management, or ownership of the Property, or any portion thereof.
- Any previous Phase I Environmental Site Assessment
- Any previous Phase II Environmental Site Assessment.
- Any soils/geotechnical reports conducted for the Property.
- Preliminary Title Report with exceptions.
- Original Property survey or update.
- List of any known Hazardous Materials stored at the Property.
- Any and all information relative to prior owners of the Property and prior uses to which the Property has been put, including, without limitation, any agreements, covenants, representations or warranties by any prior owners of the Property relative to the condition of the Property or the generation, manufacture, transportation, treatment, storage, handling, disposal, removal or clean-up of any Hazardous Materials.
- Any existing permits or building plans including previous permits, approvals, or transmittals between Seller and any governmental entity.
- Any environmental, wetland, or wildlife studies that have been conducted on the Property.
- Copies of all liability and other insurance policies currently in effect for the Property.
- Any other information reasonably deemed to be material for Buyer's due diligence investigations.

Seller has previously provided to Buyer the following documents:

**EXHIBIT "D"**

[ATTACH C.A.R. CORONAVIRUS ADDENDUM]