

**EIGHTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS EIGHTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this "**Eighth Amendment**") is made as of _____, 2017, by and among CARSON SUCCESSOR AGENCY, a public body, corporate and politic, or its assignee ("**Seller**") and MANAGING AGENT CO, INC., a Delaware corporation ("**Buyer**"), successor to PANATTONI DEVELOPMENT COMPANY, INC., a California corporation ("**PDC**") pursuant to the Assignment and Assumption of Real Estate Purchase Agreement by and between Buyer and PDC effective as of July 15, 2016,

RECITALS

A. Seller and Buyer have previously entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated as of January 21, 2014 (the "**Original Agreement**") wherein Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller certain real property located at 2254 E. 223rd Street in the City of Carson, County of Los Angeles, State of California 90745 ("**Property**").

B. Buyer and Seller have opened escrow no. 00194959-997-JP4 with Ticor Title Company of California ("**Escrow**").

C. Seller and Buyer amended the Agreement on July 15, 2014 to extend the Closing Date to January 24, 2015 ("**First Amendment**").

D. Seller and Buyer amended the Agreement on January 20, 2015 to extend the Closing Date to June 30, 2015 with an allowable administrative extension to July 30, 2015, due to the discovery of unfavorable geotechnical conditions and other environmental constraints ("**Second Amendment**"), which extended the Closing Date to be no later than July 28, 2016.

E. Monitoring wells located at the proposed building locations caused Buyer to re-design the Project and on April 21, 2015 Seller and Buyer amended the Agreement to reduce the purchase price ("**Third Amendment**").

F. Seller and Buyer amended the Agreement on July 7, 2015 to extend the Closing Date to January 30, 2016 ("**Fourth Amendment**").

G. Seller and Buyer amended the Agreement on December 15, 2015 to grant Buyer six (6) options to extend the Closing Date, each for a period of thirty (30) days ("**Fifth Amendment**").

H. Seller and Buyer amended the Agreement on July 5, 2016 to extend the Closing Date to July 28, 2016, subject to Buyer's exercise of Options to Extend ("**Sixth Amendment**"). Pursuant to the Sixth Amendment, the Closing Date has been extended to January 24, 2017.

I. PDC assigned its interest in the Agreement to Buyer in accordance with Section 15(A) of the Agreement.

J. Seller and Buyer amended the Agreement on January 24, 2017 to extend the Closing Date to July 24, 2017, subject to Buyer's exercise of Options to Extend ("**Seventh Amendment**"). Pursuant to the Seventh Amendment, the Closing Date has been extended to July 24, 2017.

K. The Original Agreement as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment is hereinafter referred to as the "**Agreement**".

L. Buyer has exercised six (6) of Buyer's six (6) Options to extend the Closing Date. As such, the Closing Date is now set to occur on July 24, 2017.

M. Buyer is in its final phase of entitlements and has requested the right to extend the Closing Date which Seller is willing to grant subject to certain conditions.

A G R E E M E N T

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

1. **Recitals.** The foregoing Recitals are incorporated herein.
2. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.
3. **Closing Date.** The first sentence of Section 5.1 of the Agreement is deleted in its entirety and replaced with the following.

"Close of Escrow shall occur on or before July 24, 2017 ("**Closing Date**") subject to Buyer's exercise of an Option to Extend pursuant to Section 5.4."

The remainder of Section 5.1 shall remain unchanged.

4. **Time Extensions.** Section 5.4 of the Agreement is deleted in its entirety and replaced with the following:

"5.4. Time Extensions.

(A) Six (6) Additional Options to Extend. Provided Buyer is not in default beyond any applicable notice and cure periods under this Agreement, Buyer has six (6) additional successive options to extend the Closing Date each for an additional period of thirty (30) days ("**30 Day Option to Extend**"). If Buyer elects to exercise a 30 Day Option to Extend, Buyer must do so by delivering to Seller (with a copy to Escrow Holder) not less than five (5) days prior to the then existing Closing Date: (i) written notice of exercise the specific option to extend, **and** (ii) a check payable directly to Seller in the sum of Ten Thousand Dollars (\$10,000) as consideration for each 30 Day Option to Extend ("**Option Consideration**"). The Option Consideration for each 30

Day Option is non-refundable and immediately becomes the sole property of Seller notwithstanding the termination of this Agreement for any reason (other than Seller's material default beyond any applicable notice and cure periods) including failure of Buyer's conditions precedent. If the sale is consummated, all Option Consideration paid by Buyer shall be applied to the Purchase Price. If each the 30 Day Option to Extend is not exercised in the time and manner specified, the Option to Extend will automatically terminate without notice."

5. Time for Obtaining Entitlements. Section 8.2 is deleted in its entirety and replaced with the following:

"Buyer shall cause Entitlements to be processed in a timely manner and as more specifically described below:

- a. The "Entitlement Period" shall terminate upon approval of Entitlements for the Project but not later than July 24, 2017 ("**Outside Date**").
- b. Upon exercise of an 30 Day Options to Extend, the Outside Date shall be extended to the new Closing Date."

6. Miscellaneous.

(a) **Effect of Eighth Amendment.** Except to the extent the Agreement is modified by this Eighth Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of the Agreement and the terms and conditions of this Eighth Amendment, the terms and conditions of this Eighth Amendment shall prevail and control.

(b) **Entire Agreement.** The Agreement as modified by this Eighth Amendment embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.

(c) **Counterparts.** This Eighth Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Eighth Amendment.

Signature Page Follows

SIGNATURE PAGE

IN WITNESS WHEREOF, this Eighth Amendment has been executed as of the day and year first set forth above.

BUYER:

MANAGING AGENT CO INC., a Delaware Corporation

By: _____
Mark D. Payne,
Vice President

SELLER:

CARSON SUCCESSOR AGENCY,
a public body corporate and politic

By: _____
Chairman Albert Robles

ATTEST:

By: _____
Donesia L. Gause, CMC
Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani, Agency Counsel

