

**PURCHASE AND SALE AGREEMENT & ESCROW INSTRUCTIONS
FOR
MERIDIAN PROFESSIONAL CENTER - CLOVIS**

Date: _____, 2009

Pursuant to the terms and conditions of this Purchase and Sale Agreement & Escrow Instructions ("Agreement"), MERIDIAN CLOVIS, LLC, a California limited liability company ("Seller") agrees to sell to _____ ("Buyer") and Buyer agrees to buy from Seller, the following property ("Condominium"):

An estate in real property, as defined in California Civil Code Sections 783 and 1351(f), consisting of a separate interest in Unit 102 containing approximately 2,465 gross square feet ("Unit"), an undivided interest in the Common Area (defined below) of the Property (defined below) and other rights appurtenant to the Unit as set forth in the Declaration (defined below) and Condominium Declaration (defined below), subject to easements, dedications, and rights of way of record.

The Unit is located in a building ("Building") otherwise known as Building B with a street address commonly known as 1645 Shaw Avenue, Clovis, California, a site plan of which is attached hereto as Exhibit A. The Building is situated on the real property ("Property") located in the City of Clovis, County of Fresno, State of California, as more particularly shown and described as Lot 2 on the "Map of Tract No. 5665" filed for record in the Office of the Recorder of Fresno County, California, on August 29, 2006, in Book 77 of Plats, pages 13 and 14. The "Common Area" of the Property is those areas of the Property and the improvements located thereon, excluding the Unit and the other units located in the Building, as more particularly described in the Condominium Declaration.

The Property (which contains the Unit, the other units in the Building and the Common Area) is situated on that certain real property which is more particularly described as Lots 1, 2, 3, 4 and 5 on the "Map of Tract No. 5665" filed for record in the Office of the Recorder of Fresno County, California, on August 29, 2006, in Book 77 of Plats, pages 13 and 14 (the "Project"), a site plan of which is attached hereto as Exhibit B. At the Close of Escrow (defined below), the Buyer will take title to the Condominium subject to the "Meridian Professional Center – Clovis - Declaration of Covenants and Restrictions" which were recorded on August 29, 2006 in the Fresno County Recorder's Office as Document No. 2006-0181215 (the "Declaration") and to the Declaration of Covenants and Restrictions for Building B – Meridian Professional Center, Clovis, a Condominium Project" which has been or will be recorded prior to the Close of Escrow ("Condominium Declaration").

Commencing on the Close of Escrow, Buyer will be a member in the Meridian Professional Center – Clovis - Owners Association (the "Association") and the Building B - Meridian Clovis Condominium Association (the "Condominium Association") and following the Closing Date, the Buyer will be subject to any and all obligations required of such members.

1. PURCHASE PRICE AND DEPOSITS: The purchase price ("Purchase Price") of the Condominium shall be _____ Dollars (\$_____.00). The Purchase Price shall be paid to Seller in immediately available funds at the Closing Date. Concurrently with the execution of this Agreement, Buyer shall deliver to Escrow Holder (as defined below) a deposit of _____ Dollars (\$_____.00) ("Deposit"). The Deposit shall remain in Escrow until the Closing Date. The Deposit shall be non-refundable from execution of this Agreement. The Deposit shall be released to Seller at the Closing and applied against the Purchase Price at the Closing (defined below).

2. TITLE: Buyer acknowledges receipt of the preliminary title report ("Title Report") for the Condominium from First American Title Insurance Company ("Title Company") and Buyer hereby approves of the exceptions contained in the Title Report. Buyer's obligations under this Agreement are conditioned upon the commitment of the Title Company to issue, subject only to payment of the normal premium, a CLTA policy of title insurance ("Title Policy") upon the Closing Date, subject only to the exceptions set forth in the Title Report and any other exceptions created by Buyer (collectively, the "Permitted Exceptions").

3. ESCROW, CLOSING DATE, CLOSING COSTS; PRORATIONS: Within five (5) days after the date that this Agreement is signed by the last of Seller or Buyer, Seller and Buyer shall open an escrow (the "Escrow") with First American Title Company, at 1850 Mount Diablo, Suite 300, Walnut Creek, California, 94596 ("Escrow Holder") by depositing with Escrow Holder the fully executed Agreement, or executed counterparts thereof. The Close of Escrow shall, unless otherwise agreed to by Buyer and Seller in writing, occur on or prior to October 23, 2009 (the "Closing Date").

On or prior to the Closing Date, Buyer shall deposit with Seller the Purchase Price (less any portion of the Deposit previously deposited with Escrow by Buyer) and any other monies required to satisfy Buyer's charges as set forth in this Agreement. On or prior to the Closing Date, Seller shall deposit a grant deed ("Grant Deed") subject only to the Permitted Exceptions. The provisions hereof shall constitute joint instructions to the Escrow Holder to consummate the transactions contemplated by this Agreement in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein.

The term "Close of Escrow" or "Closing" shall mean the consummation of the purchase of the Condominium by Buyer from Seller and the recordation of the Grant Deed in the Official Records of the County in which the Property is located.

At the Close of Escrow or Closing, Escrow Holder shall (a) record the Grant Deed in the Office of the County Recorder of the County (and obtain a conformed copy thereof for delivery to Buyer), (b) pay any transfer taxes, (c) instruct the County Recorder to return the Grant Deed to Buyer, (d) deliver to Seller the Purchase Price less any Deposits previously delivered to Seller and less Seller's charges, and (e) issue or commit to issue to Buyer the Title Policy covering the Condominium.

Buyer shall pay, at the Close of Escrow, loan fees, inspection fees and all fees and impounds required by its lender and the excess title insurance premium associated with any ALTA extended policy of title insurance. Seller shall pay, at the Close of Escrow, documentary transfer taxes and the title insurance premium associated with a CLTA basic policy of title insurance. Buyer and Seller shall pay in equal amounts the recording fees and escrow fees incurred in connection with closing this purchase and sale transaction. Any other closing costs shall be borne by Buyer and Seller in accordance with the custom in Fresno County.

Property taxes and assessments, assessments under the Declaration and Condominium Declaration, and other customarily prorated items shall be prorated as of the Closing Date. Buyer shall receive a CLTA policy of title insurance at the Closing Date insuring title in Buyer's name free and clear of liens and encumbrances (except those created by Buyer) and subject to the lien of current taxes (not delinquent) and the Permitted Exceptions. All bonds and assessments that are part of or paid with the property tax bill will be assumed by Buyer. Current installments will be prorated as of the Closing Date.

4. OWNERS' ASSOCIATION: Buyer acknowledges that the Association and the Condominium Association have been or will be established for the purpose of operating and maintaining certain aspects of the common areas and facilities of the Property and the Project, as more particularly set forth in the Declaration and the Condominium Declaration. Buyer hereby acknowledges and agrees that commencing on the Closing Date, Buyer shall be a member of the Association and the Condominium Association and that Buyer will abide by the Bylaws thereof and will comply with any and all obligations applicable to members of the Association and the Condominium Association. The proposed monthly maintenance and operational assessments to be paid to the Association and the Condominium Association by the members of the Association and Condominium Association, respectively, are based upon Seller's good faith estimates. The budgets may be revised annually and Seller makes no representations or warranties relating to the ongoing budgets and dues owed by the members for the Association and the Condominium Association following the Close of Escrow.

5. NOTICES: Any notices to be given or other document to be delivered by any party to the other or others under this Agreement shall be delivered to Buyer and Seller at their respective addresses below by only the following methods: (i) in person to an officer of any party, (ii) deposited in the United States mail in the State of California, duly certified or registered, return receipt requested, with postage prepaid, or (iii) by FedEx or other similar overnight delivery service. Unless otherwise specifically provided for in this Agreement, all notices, payments, demands

or other communications shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery or (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after timely deposit with Federal Express or other equivalent overnight delivery system. Either party may change its address for the purposes of this **Paragraph 5** by giving written notice in the manner set forth herein.

6. **POSSESSION:** Possession shall be delivered to Buyer at Close of Escrow.

7. **SELLER'S DEFAULT; BUYER'S DEFAULT AND LIQUIDATED DAMAGES:**

(a) **Seller's Default.** In the event the sale of the Condominium is not consummated because of a default under this Agreement on the part of Seller, Buyer, as Buyer's sole and absolute remedy, shall have the right to terminate this Agreement and receive a return of all Deposits actually deposited by Buyer with Escrow.

(b) **BUYER'S DEFAULT. IN THE EVENT THE SALE OF THE CONDOMINIUM IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE DEPOSITS MADE BY BUYER UNDER THIS AGREEMENT TOGETHER WITH ANY INTEREST EARNED THEREON AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF THE DEPOSITS MADE BY BUYER PURSUANT TO THE TERMS OF PARAGRAPH 1 ABOVE HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PARAGRAPH 7), AT LAW OR IN EQUITY, IN THE EVENT THAT THIS TRANSACTION DOES NOT CLOSE DUE TO A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SUCH RECEIPT AND RETENTION OF THE DEPOSITS BY SELLER IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO SECTIONS 1671, 1676 AND 1677 OF THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF SECTION 3275 OR SECTION 3369 OF THE CALIFORNIA CIVIL CODE, OR ANY SIMILAR PROVISION. IT IS UNDERSTOOD AND AGREED, HOWEVER, THAT THIS LIQUIDATION OF DAMAGES APPLIES ONLY TO BUYER'S DEFAULT IN ITS OBLIGATION TO PURCHASE THE CONDOMINIUM AND SHALL NOT BE CONSTRUED TO RESTRICT IN ANY WAY THE REMEDIES AVAILABLE TO SELLER UPON BUYER'S BREACH OF ITS OBLIGATION TO INDEMNIFY AND HOLD SELLER HARMLESS PURSUANT THE TERMS OF THIS AGREEMENT OR BUYER'S BREACH OF ANY OBLIGATIONS UNDER THIS AGREEMENT WHICH ARE TO BE PERFORMED AFTER THE CLOSING DATE.**

Seller's Initials _____

Buyer's Initials _____

8. **AS IS.** Buyer agrees and acknowledges that Buyer is purchasing the Condominium "AS IS", in its existing condition and subject to its present defects, in reliance on Buyer's own investigation and that no other representations or warranties of any kind whatsoever, written or oral, express or implied, have been made by Seller or its affiliates, including without limitation representations relating to zoning, site and physical conditions, toxic and hazardous materials or waste, soils content, or any matter affecting the ability of the Buyer to use the Condominium or the suitability of the Condominium to Buyer's purposes. Buyer further acknowledges and agrees that as of the Close of Escrow, Buyer shall have investigated, inspected, and made itself aware of all zoning, city and coastal requirements and regulations, development conditions, other governmental requirements, site and physical conditions, the existence or nonexistence of toxic or hazardous materials or waste, soil conditions, and other matters affecting the use and condition of the Condominium.

9. ATTORNEY'S FEES. In the event of a dispute (whether over claim in tort or contract) before or following the Close of Escrow between Buyer and Seller arising out of this transaction or regarding this Agreement, or related to the Condominium, Property or Project, the party against whom any arbitration or judicial award is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' and expert's fees, expended or incurred in connection therewith.

10. PERSONAL PROPERTY AND LIABILITY INSURANCE: The Association and Condominium Association will maintain certain casualty and liability insurance policies relating to the Common Areas of the Property and the Project, as more particularly set forth in the Declaration and the Condominium Declaration. These policies do not cover the personal property and effects of the occupants or the personal liability for injuries or damages occurring within the Unit. It is the responsibility of each owner and occupant to obtain his or her own insurance in this regard.

11. REASSESSMENT NOTICE: The Condominium may be reassessed on the change of ownership. The reassessment may be effective as of Close of Escrow and a supplemental tax bill may be sent to the Buyer requiring the payment of additional property taxes. It shall be the responsibility of the Buyer to pay this supplemental tax bill. If an impound account for the payment of property taxes is used, the amount of impound payments may increase.

12. FIRPTA: The Foreign Investment and Real Property Tax Act ("FIRPTA") requires a buyer purchasing real property from a foreign person to withhold tax from the sale proceeds unless an exemption applies. Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under FIRPTA, and any applicable California forms regarding such withholding, or to consent to the withholding of tax from the proceeds of sale, as required.

13. MEASUREMENTS: Seller and Buyer acknowledge that the gross square footage referenced above or in advertisements are approximations and that the Purchase Price will not be increased or decreased if the actual gross square footage of the Unit differs from such approximations. Buyer hereby acknowledges that the gross square footage of the Unit includes a proportionate share of the Common Area located within the Building. The square footage of the electrical room and other Common Areas located in the Building are allocated proportionately to the Unit and other condominium units in the Building in accordance with the Condominium Declaration.

14. ASSIGNMENTS: This Agreement shall bind heirs, executors, administrators, successors, and assigns of the parties. Buyer may not assign without written consent of Seller (which consent may be granted or withheld by Seller in Seller's sole discretion).

15. MODIFICATIONS: All modifications to this Agreement must be in writing and signed by the parties hereto. Buyer shall execute and deliver all documents required by Seller, Title Company, Escrow Holder, lender, or governmental agency having jurisdiction over matters in question.

16. TIME: Time is of the essence of this Agreement.

17. INVALIDITY OF ANY PROVISION: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

18. NO WAIVER: The waiver by Seller of any term, condition or provision of this Agreement shall not be considered as a waiver of any other term, condition or provision hereof.

19. DESTRUCTION OF IMPROVEMENTS: If the improvements in a Unit are destroyed or materially damaged, prior to the Close of Escrow and the cause of such destruction or damage is not due to Buyer, Buyer may terminate this Agreement by written notice delivered to Seller or his or her Broker, and all Deposits will be returned. In the event Buyer does not elect to terminate this Agreement, Buyer will be entitled to receive, in addition to the Condominium in its damaged AS IS condition, any insurance proceeds payable on account of the damage or destruction to the improvements in the Unit. For purposes of this **Paragraph 19**, the improvements in the Unit shall not be deemed destroyed or materially damaged if the cost to repair or restore the same is less than \$5,000. If Buyer purchases the Property in its damaged AS IS condition, Seller shall have no obligation to repair the damage.

20. GOVERNING LAW: The laws of the State of California shall govern this Agreement.

21. COUNTERPARTS: This Agreement may be executed in any number of counterparts (including counterparts sent by facsimile) each of which shall be an original but all of which shall constitute one and the same instrument.

22. ENTIRE AGREEMENT; NO OTHER REPRESENTATIONS: This Agreement constitutes the sole and entire agreement between Buyer and Seller. Buyer understands no employee or agent of Seller has authority to modify the terms hereof or to make any representations, warranties or inducements other than as set forth in this Agreement. No representations, warranties, or inducements, express or implied, have been relied upon by Buyer except as set forth in this Agreement.

23. BROKERAGE COMMISSION: No broker or other party has a claim for brokerage commission, finder's fee, or like payment arising out of or in connection with Buyer's purchase of the Condominium, except for Pearson Realty, which represents the Seller, and _____, which represents the Buyer, which shall be paid a commission at the Close of Escrow by Seller pursuant to a separate written agreement. Each party hereby agrees to indemnify, defend, protect and hold the other harmless from and against any liability, cause of action, claim, loss, cost, damage and/or expense, including, without limitation, attorneys' fees and costs and court costs arising out of or incurred in connection with any claim by any broker of finder for any such commission, fee or like payment provided the person or entity making any such claim alleges that such claim arose out of acts or dealings of the indemnifying party. The indemnification obligations of Buyer and Seller under this **Paragraph 23** shall survive the Close of Escrow and the termination of this Agreement.

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**PURCHASE AND SALE AGREEMENT & ESCROW INSTRUCTIONS
FOR
MERIDIAN PROFESSIONAL CENTER - CLOVIS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BUYER

By: _____

Name: _____

Its: _____

Date: _____, 2009

BUYER'S ADDRESS

Phone:

Fax: _____

E-mail:

SELLER

MERIDIAN CLOVIS LLC,
a California limited liability company

By: MERIDIAN PROPERTY COMPANY,
a California corporation, its managing member

By: _____

Name: John Pollock

Title: COO

Date: _____, 2009

5000 Executive Parkway, Suite 160
San Ramon, California 94583
Phone. 925-302-1400
Fax. 925-302-1410

Accepted and Agreed in its capacity as Escrow Holder:

FIRST AMERICAN TITLE COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A

Site Plan of Unit and Building

Meridian Professional Center

FLOOR PLAN



1615-1645 Shaw Ave.
Clovis, California

EXHIBIT B

Site Plan of Project

Meridian Professional Center

SITE PLAN

