

COMMERCIAL REAL ESTATE SERVICES

Greg Hooker
Senior Associate
Lic. 02004007

December 12, 2022

Bill Dolan
Sean Williams
CBRE
4301 La Jolla Village Dr., Suite 3000
San Diego, CA 92122



4301 La Jolla Village Drive
Suite 3000
San Diego, CA 92122

858 646 4775 Tel

Greg.Hooker@cbre.com
www.cbre.com

Re: UNSOLICITED OFFER TO PURCHASE 10547 Viper Way, San Diego, California 92121

Gentlemen:

I have been authorized by Sariana, LLC or assignee to submit the following Unsolicited Offer to Purchase for the above referenced property based on the outlined Terms and Conditions.

- 1. Property:** The Property consists of approximately +/- 32,180 rentable square feet of building area on a +/- 80,586 square foot lot located at address 10547 Viper Way, San Diego, California 92121.
- 2. Purchase Price:** The Purchase Price for the Property will be Eleven Million, Two Hundred and Sixty-three Thousand dollars, and Zero cents (\$11,263,000.00 or \$350.00 per square foot.) to be paid as follows:
 - (a) a refundable deposit equal to One Hundred Thousand Dollars (\$100,000) shall be made into escrow within three (3) business days following mutual execution of a purchase agreement ("Date of Agreement");
 - (b) a second deposit equal to One Hundred Thousand Dollars (\$100,000) shall be made into escrow within three (3) business days following the waiver or release by Buyer of all of Buyer contingencies under the purchase agreement, and both the first and second deposits will become non-refundable and released to Seller; and
 - (c) the balance of the Purchase Price will be paid in cash on or before close of escrow.
- 3. Escrow:** Buyer and Seller shall open escrow at Chicago Title Insurance Company, within three (3) days following the Date of Agreement.
- 4. Prequalification:** Within ten (10) days of the Date of Agreement, Buyer shall obtain and deliver to Seller a letter providing proof of funds documenting Buyer possess the cash needed to purchase the Property. Please refer to *Exhibit A* below.
- 5. PSA:** Upon the later to occur of (i) mutual execution of the purchase and sale agreement that shall be completed on a standard AIR CRE form prepared by the Buyer (the "PSA") and (ii) receipt by Buyer of the due diligence material listed below.
- 6. Due Diligence:** Seller shall deliver the following due diligence material:
 1. Title report(s), including underlying documents.

2. All Environmental reports, studies, and soils reports.
3. ALTA surveys in Seller's possession.
4. Property condition assessments in Seller's possession.
5. Copy of all utilities bills for the past 6 months.
6. Copy of current property tax bills.
7. Copies of all service, maintenance, and other agreements related to the referenced property that cannot be terminated on 30 or fewer days' notice.
8. All plans, any as-built surveys, specifications, and permits for current and future improvements, zoning, including City-approved plans.
9. Certificate of Occupancy for the referenced property.
10. Certified and current rent roll for the referenced property.
11. All leases for existing tenants.
12. Any other items requested by Buyer.

7. Inspection Contingency: Buyer shall have thirty (30) days from the Date of Agreement to obtain a satisfactory appraisal of the Property and to inspect the Property, relevant documents, and the governmental and legal restrictions relating to the ownership and use of the Property to determine whether the Property is satisfactory to Buyer in Buyer's sole discretion (the "Inspection Period").

8. Financing Contingency: Buyer shall have forty-five (45) days following the Date of Agreement to obtain Financing and remove the Finance Contingency.

9. Closing: The close of escrow shall occur fifteen (15) days following Buyer's waiver or release of the Inspection Contingency. For the purpose of remediation and vacating existing tenant, if mutually agreed upon, buyer and seller may have the right to extend the escrow closing date, but to be no further than 11/1/2023.

10. Building Condition: Seller shall complete all expected tenant remediation to the building prior to the target closing date. Seller at their sole cost and expense shall complete all but not limited to the following;

- Restore building back to "turn-key" condition
- Cap and seal any existing roof penetrations made by tenant
- Remove existing Tenant infrastructure, mechanical, electrical

11. Title Policy: Buyer shall be provided a CLTA Title Insurance policy (with survey) from the title company incurring fee title in the Property subject to exceptions approved by Buyer. Seller shall pay the cost of the title insurance policy and for any real estate transfer fees. Any additional endorsements or additional title insurance coverage requested by Buyer shall be at Buyer's expense. Buyer and Seller shall each pay one-half of any escrow fees.

12. Credits and Proration of Closing: Real property taxes, assessments not delinquent, and all operating expenses of the Property, shall be prorated between Buyer and Seller as of the closing date. All property taxes and assessments shall be current as of closing.

13. 1031 Exchange: Buyer and Seller agree to cooperate with exchanges allowed or provided by Internal Revenue Code Section 1031 (as amended), provided that the non-exchanging party incurs no liability and incurs no additional costs through such cooperation.

14. Assignment by Buyer: Buyer shall have the right to assign Buyer's rights and responsibilities of the Purchase and Sale agreement, but any such assignment shall not relieve Buyer of Buyer's obligations therein unless Seller expressly releases Buyer.

15. Brokers: CBRE, Inc. represents the Buyer and Seller in this transaction. At close of escrow, Seller will pay a commission to said brokers in an amount equal to four percent (4%) of the Purchase Price to be split evenly.

The purpose of this letter is to set forth the general terms and conditions upon which the Buyer is interested in purchasing the Property. The terms set forth herein are not all of the material terms that need to be agreed to by the parties. There are additional material terms that the parties will negotiate, and, if agreement is reached, the material terms will be set forth in a written purchase and sale agreement. This letter is neither an offer nor a contract, and no party shall have any legal rights or obligations to any other party until a definitive written purchase and sale agreement is prepared, signed by all parties involved, and delivered to each principal.

If the foregoing general terms are acceptable, please sign and return a copy of this letter by 5:00 PM, December 22, 2022, and Seller will provide a purchase and sale agreement that incorporates the principal terms.

Sincerely,
CBRE, Inc.

By: Greg Hooker
Senior Associate

Buyer: _____

Seller: _____

EXHIBIT A



December 9, 2022

Sariana, LLC
Attn: Alan Turksu and Mustafa B Guclu
7365 Mission Gorge Rd, Ste G
San Diego, CA 92120

Subject: SBA 504 Commercial Real Estate Loan

Dear Mr. Turksu and Mr. Guclu,

Bank of America, N.A. is pleased to provide this loan proposal for discussion purposes, otherwise known as Letter of Interest. The information contained herein does not represent a commitment to lend by Bank of America or any of its affiliates and is presented for discussion purposes only. Bank of America may withdraw or amend this information at any time at its sole discretion.

Purpose: Purchase Commercial Real Estate Property located on 10547 Viper Way, San Diego, CA 92121

Borrower: EPC TBD, LLC

Guarantors: Sariana, LLC , Alan Turksu and Mustafa B Guclu

Project Cost: \$11,263,000

Down Payment: \$1,126,300 (10%)

Term 2: (Fixed)	1 st BofA Loan	Interim Loan	2 nd CDC Debenture
Amount:	\$5,631,500	\$4,505,200	\$4,602,062
Term/Amort.:	25/25	6 mos.	25/25
Current Rate:	4.67%	Prime + 1.00%	6.11%*
Mo. Pmt.:	\$31,848	Interest Only	\$29,961
SBA Fee:	\$28,158	None	\$96,862
Prepay Penalty:	TBD	None	10yr Declining
Collateral:	1 st Lien	2 nd Lien	2 nd Lien

Other Conditions: All Closing Costs and Due Diligence costs, i.e. Appraisal, Environmental, etc. will be the responsibility of the Borrower; Financial and Reporting Covenants TBD.

*4.67% Indicative Rate of COF + 1.56%

*2nd CDC Debenture rate as of December 2022 funding 300 months amortizing/300 month term.

Deposit: \$3,500 will be collected as a good faith deposit. It can be applied towards Due Diligence costs. If the loan request is not Approved, the deposit will be refunded, less any costs incurred by the bank.



This letter and the terms and conditions discussed herein are for discussion purposes only and do not constitute a commitment on the part of Bank of America, any Participating Lender, or the SBA to make a loan, and are intended as an outline only. Stated interest rate(s) are based on indicative rates as of date of this letter and are subject to market changes. Further, this letter does not purport to summarize all of the terms, conditions, covenants, representations, warranties and other provisions which would be contained in definitive legal documents for an approved loan transaction.

If you have any questions or comments, please do not hesitate to call me at (949) 562-6115.

Sincerely,

A handwritten signature in black ink that reads "James Liao".

James Liao

Senior Vice President

Business Banking

Bank of America Merrill Lynch | Bank of America N.A.

520 Newport Center Drive | 10th floor

Newport Beach, CA 92660

Cell: (949) 562-6115

james.liao@bofa.com





Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are the Seller's Agent - you must deliver the form to the seller/lessor before entering into the listing agreement.

If you are the Buyer's Agent - you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer.

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.

Agent

Greg Hooker

Digitally signed by Greg Hooker
Date: 2021.03.01 12:29:22 -08'00' 3/1/2021

Salesperson or Broker Associate, if any (Signature)

(Date)

Greg Hooker

Salesperson or Broker Associate, if any (Printed Name)

Buyer/Seller

Buyer/Seller (Signature)

(Date)

Buyer/Seller (Printed Name)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.
- (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property.
- (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29.
- (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement.
- (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property.
- (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows:

- (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY - DO NOT FILL OUT	
_____ is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller (dual agent)	_____ is (check one): ☐ is the Seller's Agent (salesperson or broker associate) ☐ is both the Buyer's and Seller's Agent (dual agent)
_____ is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller (dual agent)	_____ is (check one): ☐ the Buyer's Agent (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent (dual agent)

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. (a) A dual agent may not without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer.

(c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a listing of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract (or lease). In lieu of this form, such confirmation may also be set forth in the purchase and sale contract (or lease).

REPRESENTATION CONFIRMATION

Date: 12122022
Seller/Lessor: _____
Buyer/Lessee: _____
Property Name: 10547 Viper Way
Street Address, City, State: _____
Further described as: _____

SELLER'S AGENT

CBRE _____ (Seller's brokerage firm and license number) is the broker of (check one):

- ☐ the seller.
☒ both the buyer and seller (dual agent).

Bill Dolan _____ (individual agent and license number) is (check one):

- ☒ the Seller's Agent (salesperson or broker associate).
☐ both the Buyer's and Seller's Agent (dual agent).

BUYER'S AGENT

CBRE _____ (Buyer's brokerage firm and license number) is the broker of (check one):

- ☐ the buyer.
☒ both the buyer and seller (dual agent).

Greg Hooker _____ (individual agent and license number) is (check one):

- ☒ the Buyer's Agent (salesperson or broker associate).
☐ both the Buyer's and Seller's Agent (dual agent).

CBRE, INC.

Agent

Buyer/Seller

Greg Hooker

Digitally signed by Greg Hooker
Date: 2022.01.26 10:22:19 -0800

Salesperson or Broker Associate, if any (Signature) (Date)

Buyer/Seller (Signature)

(Date)

Salesperson or Broker Associate, if any (Printed Name)

Buyer/Seller (Printed Name)