Hollywoodians Encouraging Logical Planning H.E.L.P. 1921 North Saint Andrews Place Hollywood, California 90068 323/957-9588 (tel) * 323/464-7066 (fax)

HwoodCA@Gmail.com

Friday, October 28, 2016

TO: Los Angeles City Council Members Plum Committee: Councilmember Jose Huizar, Councilmember Marqueece Harris-Dawson, Councilmember Gil Cedillo, Councilmember Mitchell Englander, and Councilmember Curren Price

Date: Continued Hearing - Tuesday, November 1, 2016

RE: Case: VTT 73704, ENV-2015-2618-MND Council File: 16-1048-S1 Hermitage at Weddington * Valley Village

The Developer, UB Valley Village, LLC, Does not Have Site Control

Dear Honorable Members PLUM Committee

At the October 25, 2016 PLUM hearing, the issue of the developer's lack of Site Control became an issue. For that reason and others, the matter was continued until Tuesday, November 1, 2016. When this matter was previously raised, the City Attorney advised the Area Planning Commission to ignore the developer's lack of Site Control. The issue is now being addressed.

1. Developer Needs Site Control to Have his Project Approved

While developers often begin projects without ownership of all the land, they are supposed to have Site Control. When the City improperly uses Mitigated Negative Declarations rather than Environmental Reviews, the issue of Site Control is often ignored. The false assumption is that the developer will own the land or at least have clear authority to speak on behalf of all land owners.

2. The Developer, UB Valley Village, LLC, does not have Site Control

The project would have consisted of three basic segments. Segment #1 is the lot on the west side of Hermitage and just south of Weddington and is 43% of the proposed project. Weddington Street itself would be segment #2 and the Edwards Property at 5303 Hermitage would be segment #3. Together the Weddington Street and Edwards Property are 57% of the would-be project.

Because the developer lacks control of the Edwards Property, any vacation of Weddington Street would be contrary to law. *Keller vs. City of Oakland*, (1921) 54 Cal.App. 169, *Streets & Highways Code*, § 8324 (a) and (b)

3. Proof that The Developer Does not Have Site Control

Various people have brought lack of site control to the City's attention, but the City has ignored them. The matter may no longer be evaded. The developer itself has provided proof that it lacks site control and it is highly unlikely to gain site control.

The developer has sued the Edwards Trust and Jennifer Getz, a person who has a pre-existing claim to purchase the Edwards property. Submitted herewith are pertinent sections of UB Valley Village, LLC's lawsuit and the allegations which the developer makes against both the Edwards Trust and Jennifer Getz, establishing that the developer does not have control of the Edwards property. (*UB Valley Village v Edwards Trust, et alia*, LASC case # EC 065734. First Amended Complaint filed October 11, 2016)

The PLUM Committee should note that *the developer* filed this lawsuit. The lawsuit is not a ploy by some third party to slow down the project. Furthermore, since the developer itself has made the allegations that it does not have Site Control, the Courts and the **City have to accept those allegations as true**. (*Alcorn v. Anbro Engineering, Inc.* (1970) 2 Cal. 3d 493, 496 [86 Cal. Rptr. 88, 468 P.2d 216].)

The very fact that the developer has sued both Edwards Trust and Jennifer Getz vitiates any representation that the developer has Site Control. Because the developer has no control over the Edwards Property, it has no basis for the street vacation or merger of Weddington Street. A merger would deprive the Edwards property of access to its driveway and walking access to its various units.

4. The Developer Produced Papers Which Showed That it Has <u>No Legal Claim</u> to the Edwards Property

Ironically, in bringing its lawsuit, the developer itself produced the sales contract and escrow agreement on which it bases is entire claim to the Edwards Property. An inspection of this document, which heretofore had not been made public, shows that a non-registered LLC, Urban Blox, attempted to purchase land from Edwards Trust.¹ Thus, the developer's legal claim has no merit.

LLC's which are not registered in California are forbidden to transact

1

Attached are copies of Escrow, purported assignment, and the Secretary of State's webpage showing that Urban Blox LLC was not a registered LLC. Like a date of birth, one may be retroactively *nunc pro tunc* the date of registration. Thus, even if Urban Blox, LLC were to now become registered, that belated registration would not solve its problem. Furthermore, an assignment is the transfer of a **present** contractual right, and in February 2015, the non-registered LLC had no contractual rights which it could transfer.

business. Both the act of purchasing real estate and a purported assignment of the real estate constitute transaction of business under *Corporations Code* § 17708 et seq. See attached sales contract escrow instructions and assignment.

UB Valley Village, LLC, which is registered gained no rights by the attempt of the unregistered Urban Blox LLC to purchase the Edwards property and assign its rights. Urban Blox, LLC had no rights to transfer. An assignee cannot gain rights when the transferor had no rights to transfer. Furthermore, the two entities are not strangers and this the developer knew that the assignor was a non-registered LLC which had no rights it could assign to anyone.

While the PLUM Committee will not be the adjudicator of this legal issue, it can take note that the developer's likelihood of eventual failure.

5. HELP Has Complained About the Lack of Site Control

Whether or not the Site Control issue is contained within the Appeal is not determinative of anything. Once the city council learns of lack of site control, it may not approve the project. Thus, this issue is properly before the PLUM committee, which has no option but to reject this Project in toto. ²

The PLUM Committee and the full City Council may take note that the Los Angeles Superior Court has set its Case Management Conference for February 2, 2017. Litigation could take another year, not counting appeals.

2

If the City were to approve the Project, it would be unduly interfering property rights of the Edwards Trust and Getz and it would be interfering with the judicial system by taking action as if the court had already ruled the way the developer and councilmember desire.

6. Summary

Had the developer been forthright with the City and had admitted its serious problems with Site Control, this issue would have been addressed at an earlier stage. Had the City heeded the repeated warnings of community members that the developer was attempting to harass and intimidate its way into Site Control, this issue would have been explored at an earlier date. The developer, however, has made the determinative move of filing a lawsuit wherein it has admitted that it lacks Site Control, and furthermore, it revealed that it has no enforceable claim against Edwards Trust.

7. Conclusion

We now have the developer's own admission that it lacks Site Control. Based thereupon appellant HELP requests that the appeal be granted and the entire project be rejected.

Respectfully submitted Hollywoodians Encouraging Logical Planning Rick Abrams spokesperson for HELP Attachment #1 to HELP October 28, 2016 memo

UB Valley Village LLC v Edwards, Lathrop, Getz LASC Case # EC 065734 First Amended Complaint October 11, 2016

| | | 0 | | | |
|----------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--|--|--|
| 1 | ALAN J. DROSTE SBN 105616 KING PARRET & DROSTE LLP | Superior Court of Calif | | | |
| 2 | 450 Newport Center Drive, Suite 500 Newport Beach, California 92660 | Superior Court of California | | | |
| 3 | E-mail: <u>adroste@kpdlex.com</u> Telephone: (949) 644-3400 | NOT that a | | | |
| 4 | Direct: (949) 939-3484 Facsimile: (949) 644-3993 | By | | | |
| 6 | Attorneys for Plaintiff UB Valley Village, LLC, | Delia Coude, Deputy | | | |
| 7 | a Delaware limited liability company | | | | |
| 8 | SUPERIOR COURT OF THE STATE OF CALIFORNIA | | | | |
| 9 | COUNTY OF LOS ANGELES | | | | |
| 10 | NORTH CENTRAL DISTRICT – GLENDALE COURTHOUSE | | | | |
| 11 | 、 、 | | | | |
| 12 | UB VALLEY VILLAGE, LLC,) a Delaware limited liability company,) | Case No. EC065734 Dept D | | | |
| 13 | Plaintiff, | FIRST AMENDED COMPLAINT FOR: | | | |
| 14 15 | vs.)) | (1) SPECIFIC PERFORMANCE FOR BREACH OF CONTRACT TO SELL REAL PROPERTY; | | | |
| 16 | SYDNEY A. EDWARDS, as Trustee of the) Edwards Living Trust; MARTA LATHROP,) an individual and as Executor of the Estate) | | | | |
| 17 18 | of Clinton Lathrop, Deceased; JENNIFER) GETZ, an individual; and DOES 1 through) 20, inclusive, | (3) DECLARATORY RELIEF | | | |
| 19 | Defendants. | Ry Fax | | | |
| 20 |) | Steel y 25 to 26 to 26 | | | |
| 21 | Plaintiff UB VALLEY VILLAGE, LLC, a Delaware limited liability company, hereby | | | | |
| 22 | alleges as follows: | | | | |
| 23 | PARTIES, JURISD | ICTION AND VENUE | | | |
| 24 | 1. Plaintiff UB VALLEY VILLAGE, LLC ("Plaintiff") is a Delaware limited | | | | |
| 25 | liability company qualified to do business in the State of California and with its principal place | | | | |
| 26 | of business in Los Angeles County, California. | | | | |
| 27 | | | | | |
| 28 | | | | | |
| | | | | | |

2. Plaintiff is informed and believes and on that basis alleges that Defendant
 2. SYDNEY A. EDWARDS, as Trustee of the Edwards Living Trust ("Edwards") is a resident of
 3 the County of Los Angeles, State of California.

A 3. Plaintiff is informed and believes and on that basis alleges that Defendant
MARTA LATHROP ("Lathrop") is an individual who is a resident of the State of California
and that Lathrop also is the Executor of the Estate of Clinton Lathrop, Deceased. Edwards and
Lathrop are sometimes referred to herein as the "Sellers."

8 4. Plaintiff is informed and believes and on that basis alleges that Defendant
9 JENNIFER GETZ ("Getz") is an individual who is a resident of the County of Los Angeles,
10 State of California.

5. As alleged in more detail below, the subject property is located in Valley Village in the City of Los Angeles, County of Los Angeles, State of California, and the subject contract was executed and the breach by the Sellers as alleged occurred in part in the County of Los Angeles, State of California.

15 6. Plaintiff does not know the true names and capacities and the full bases for 16 liability or responsibility of Defendants sued as Does 1 through 20, inclusive. Plaintiff is 17 informed and believes and on that basis alleges that those fictitiously named Defendants claim 18 an interest in the subject real property and are in some manner responsible for the breach of 19 contract and other wrongful and improper conduct as alleged in this First Amended Complaint. 20 7. Plaintiff is further informed and believes and on that basis alleges that, at all relevant times, each of the Defendants named as Does 1 through 20 was the agent and 21 22 employee or alter ego of the other Defendants, and in doing the acts herein alleged, Defendants 23 Does 1 through 20, and each of them, were acting within the course and scope of their authority as such agents, servants, and employees and with the knowledge and consent of the 24 other Defendants, or are otherwise liable as alter egos. Plaintiff will amend this First 25 Amended Complaint to set forth the true names of the Doe Defendants when their identities, 26 capacities and the bases for their liability, responsibility and involvement have been more fully 27 28 ascertained.

| 1 | FIRST CAUSE OF ACTION | | |
|----|-----------------------------------------------------------------------------------------------------|--|--|
| 2 | (Specific Performance for Breach of Contract – | | |
| 3 | Against Defendants Edwards, Lathrop and Does 1-20) | | |
| 4 | 8. Plaintiff realleges and incorporates by reference paragraphs 1 through 7 as | | |
| 5 | though fully set forth herein. | | |
| 6 | 9. On or about February 26, 2015, Defendants Edwards and Lathrop, as the | | |
| 7 | Sellers, and Plaintiff's predecessor and assignor, Urban Blox, LLC and/or Assignee, as the | | |
| 8 | Buyer, entered into the binding contract for the purchase and sale of that certain real property | | |
| 9 | described as 5303 Hermitage Avenue, Valley Village, Los Angeles, California, 91607, APN | | |
| 10 | 2347-025-010 (the "Property") for the purchase price of \$1,750,000.00. The documents | | |
| 11 | comprising the parties' purchase and sale contract for the Property are as follows: Seller | | |
| 12 | Counteroffer No.1 dated February 25, 2015; Probate Purchase Agreement and Joint Escrow | | |
| 13 | Instructions dated February 17, 2015; Probate Advisory executed on or about February 25, | | |
| 14 | 2015; and Addendum No. 1 executed on or about February 25, 2015 (the "Addendum") - (all | | |
| 15 | collectively, the "Purchase Agreement"), and all attached collectively as Exhibit 1 and | | |
| 16 | incorporated by this reference. | | |
| 17 | 10. The legal description of the Property is that certain land situated in the County | | |
| 18 | of Los Angeles, State of California, described as follows: | | |
| 19 | EASTERLY 75 FEET OF LOT 7 OF TRACT NO. 1487, AS PER MAP | | |
| 20 | RECORDED IN BOOK 20, PAGE 29 OF MAPS, IN THE OFFICE OF THE | | |
| 21 | COUNTY RECORDER OF LOS ANGELES COUNTY. | | |
| 22 | 11. Paragraph 26 of the Purchase Agreement provides for the prevailing party to | | |
| 23 | recovery its reasonable attorney's fees and costs incurred. | | |
| 24 | 12. On or about May 15, 2015, Urban Blox, LLC, assigned all right and title to and | | |
| 25 | interest in the Purchase Agreement and the Property to Plaintiff UB Valley Village, LLC, as | | |
| 26 | Assignee, which assumed all rights of Buyer. A copy of the Assignment is attached as Exhibit | | |
| 27 | $\underline{2}$ and incorporated by this reference. | | |
| 28 | | | |
| | 2 | | |

FIRST AMENDED COMPLAINT OF UB VALLEY VILLAGE, LLC

1 13. Plaintiff, as Buyer, has performed its obligations under the Purchase 2 Agreement, including but not limited to making the \$52,000 deposit into escrow.

3 14. As set forth in the Purchase Agreement (Exhibit 1), escrow is to close and legal 4 title is to transfer to Plaintiff as Buyer within fifteen (15) days after Getz, who is a tenant at the Property, vacates and is removed from the Property by Sellers and the Property has clear title. 5 Under the Purchase Agreement, including the implied covenant of good faith and fair dealing, 6 Sellers are obligated to evict and remove Getz from the Property and clear the title from Getz's 7 claim to satisfy the condition to close escrow and complete the transfer of the property to 8 9 Plaintiff.

10 15. Contrary to their obligations under the Purchase Agreement, Sellers, through one of their agents, on September 1, 2016, communicated to Plaintiff's representative that 11 Sellers intended to offer Getz an option to purchase the Property as an avenue toward 12 13 achieving settlement, based on the Sellers' knowledge and belief that Getz could not perform 14 and purchase the property under an option.

15 16. Such an option to purchase the Property to be created in favor of Getz would jeopardize Plaintiff's rights, and Sellers' repudiation constitutes breach of contract. To protect 16 17 and enforce its rights under the Purchase Agreement, Plaintiff was required to file the original 18 Complaint and this First Amended Complaint.

19 Plaintiff has performed all of its obligations and covenants under the terms and 17. provisions of the Purchase Agreement, except to the extent they have been prevented, excused, 20 21 or interfered with by the acts, conduct and omissions of Sellers, and Plaintiff stands ready, 22 willing and able to perform under the terms and provisions of the Purchase Agreement.

23 18. At the time of the execution of the Purchase Agreement, the purchase price was 24 fair, just and adequate.

Plaintiff has no adequate remedy at law, including but not limited to the fact 25 19. that the Purchase Agreement is a contract for the transfer of real property, and pursuant to 26 California Civil Code Section 3387 money damages are presumed inadequate for breach, and 27 furthermore Plaintiff has taken substantial additional actions in reliance on Sellers' 28

| 1 | | PRA | YER | |
|----|---------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------|--|
| 2 | WHER | REFORE, Plaintiff prays for the fo | llowing relief: | |
| 3 | А. | On the First Cause of Action for | Specific Performance, for an order of specific | |
| 4 | performance a | and a judgment decreeing the con- | veyance of the Property by Sellers to Plaintiff, | |
| 5 | in accordance with terms and conditions of the Purchase Agreement as alleged in this First | | | |
| 6 | Amended Complaint and as awarded by the Court, including but not limited to consequential | | | |
| 7 | and incidental damages; | | | |
| 8 | В. | On the Second Cause of Action | for Breach of Contract, in the alternative, and | |
| 9 | only if the Court were not to decree specific performance, for compensatory damages against | | | |
| 10 | the Sellers for | breach of the Purchase Agreemer | nt according to proof at trial; | |
| 11 | C. | On the Third Cause of Act | ion for Declaratory Relief, for a judicial | |
| 12 | determination | and declaration establishing Pl | aintiff's rights in accordance with Plaintiff's | |
| 13 | contentions. | | | |
| 14 | D. | For pre-judgment interest at ten j | percent (10%) per annum as permitted by law; | |
| 15 | E. | For costs and the award of attorn | ney's fees pursuant to the Purchase Agreement; | |
| 16 | and | | | |
| 17 | F. | For all such other and further rel | ief as the Court deems just and proper. | |
| 18 | Dated: Octobe | er 11, 2016 | KING PARRET & DROSTE LLP | |
| 19 | | | Ann-A | |
| 20 | | | By: | |
| 21 | | | Attorneys for Plaintiff UB VALLEY VILLAGE, LLC, | |
| 22 | | | a Delaware limited liability company | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| | | 1 | 1 | |

FIRST AMENDED COMPLAINT OF UB VALLEY VILLAGE, LLC

Attachment #2 to HELP October 28, 2016 memo

Non-Registered Urban Blox' Sales Contract and Escrow, Exhibit #1 to UB Valley Village Lawsuit



SELLER COUNTER OFFER No. 1 May not be used as a multiple counter offer. (C.A.R. Form SCO, 11/14)

| | Dale February 25, 2015 |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| dated | e counter offer to the: California Residential Purchase Agreement. Buyer Counter Offer No., or XOther PPA ("Offer"), February 17, 2015, on property known as 5303 Hormitago Ave, Valley Village, ("Property"), en Urban Blox LLC and/or Asignee, and/or Asignee ("Buyer") and Marta Lathrop, Edwards Living Trust ("Seller"). |
| А. В. | RMS: The terms and conditions of the above referenced document are accepted subject to the following: Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum. Unless otherwise agreed in writing, down payment and ican amount(s) will be adjusted in the same proportion as in the original Offer. OTHER TERMS: <u>1) - BUYER TO PROVIDE VERIFICATION OF FUNDS TO CLOSE THE ESCROW UPON ACCEPTANCE</u> |
| | OF COUNTER SCO#1. (2) - BUYER TO PROVIDE PROOF THAT RAFFI SHININIAN HAS THE LEGAL RIGHT TO SIGN ON |
| | BEHALF OF URBAN BLOX LLC UPON ACCEPTANCE OF \$CO#1 (3) - NO APPRAISAL CONTINGENCY (4) - 11A OF |
| | PPA, CHECK BOX TO APPLY, IF BUYER DOES NOT INTEND TO LIVE IN PROPERTY (5) - 11D OF PPA TENANT TO |
| | REMAIN IN POSSESSION TO APPLY WITH THE EXCEPTION OF JENNIFER GETZ, ADDENDUM #1 IS ACCEPTABLE. (6) |
| | - TITLE TO BE WESTERN RESOURCES (7)- 9B2I & 2II OF PPA IF APPLICABLE SHALL BE BUYER RESPONSIBILITY, (8) |
| | - BUYER AGREES TO ACCEPT THE CLOUD ON TITLE RECORDED "NOTICE OF CODE VIOLATION" #20130687285 (9) |
| | IT IS AGREED THAT PARAGRAPH 32 OF PPA, IS HEREBY EXTENDED TO 2/26/15. |
| | |
| Ď, | The following attached addenda are incorporated into this Seller Counter offer: Addendum No. |
| A | (PIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned: Unless by 5:00pm on the third Day After the date it is signed in paragraph 3 (if more than one signature then, the last signature date)(or by |
| OR B. | If Seiler withdraws it in writing (CAR Form WOO) anytime prior to Acceptance. |
| Se | TER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. Her <u>Marta Lathrop</u> Date <u>2-25</u> -15 Her <u>Systemy & Edwards, Truste</u> Edwards Living Trust Date <u>2/26/15</u> |
| | CEPTANCE: I/WE accept the above Seller Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) |
| | ver Urban Blox LLC and/or Asignee Date Time AM/ PM |
| | yer Urban Blox LLC and/or Asignee Date Time AM/ PM |
| CONF author | RMATION OF ACCEPTANCE: (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Selfer, or Selfer's ized agent as specified in paragraph 2A on (date) |
| 01 70 71 1 | Colleges a service of REALTORSE line. United States reported for (Title 17 U.S. Cone) kybits the unauthorized distribution, display and reproduction of the form |

S 2014, Galfurna Association of REALTORS6, Inc. United States expyright fair (Title, 17 IJ.9, Good) kribits the unauthorized distribution, display and recoduction of this form or any partial thereof, by photocopy machine or any other means, including farshinks or componenced formula. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS6 (C.A.R.), NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION, A REAL SETATE BRONKIR IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRELEDAL OR TAX ADVICE, CONSULT AN APPRIVERATE PROFESSIONAL. This form is made available to real estate professionate shough the gradient with or nucleuse from the Celdonia Association of REALTORS6, it is not instead to identify the user as a REALTOR®, REALTOR® is a registered collective membership that which muy Le used only by intembers of the NATIONPL ASSOCIATION OF REALTORS6 who subscribe to its Code of Effics.

| Published and Distributed by, real, ESTATE BUGINESS SERVICES, INC. o subsidiary of the Colifornia Association of REALTORS® 525 South Virgil Avenue, Lop Angeles, Celifornia 90020 SCO 11/14 (PAGE 1 OF 1) | Reviewed by Date | 企 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------|
| SELLER COUNTER OFF | ER (SCO PAGE 1 OF 1) | |
| First) rate Emains, 18180 Verde Linde Diver 3581 Verbs Linds, CA 92285 | Phone: 714_535.5201 Faz: | Clat Lathing |
| Temany Machelle Lathrap Produced with zlpForm® by zipLogie 18070 Filteen b | tile Rowd. Frazer, Michigen 48028 | |

Exhibit 1

Attachment #3 to HELP October 28, 2016 memo

Non-Registered Urban Blox' purported assignment to UB Valley Village

ASSIGNMENT OF PURCHASE AGREEMENT

This ASSIGNMENT OF PURCHASE AGREEMENT (this "Assignment") is entered into as of May 15, 2015 (the "Effective Date") by and between URBAN BLOX, LLC, a Delaware limited liability company ("Assignor"), and UB VALLEY VILLAGE, LLC, a Delaware limited liability company ("Assignee"), with reference to the following recitals:

A. Sydney A. Edwards, Trustee of the Edwards Living Trust, and Marta Lathrop ("Seller"), and Assignor entered into that certain Probate Purchase Agreement, dated as of February 26, 2015, and the related contract documents (collectively, the "Purchase Agreement"), pursuant to which Seller agreed to sell to Assignor "and/or Assignee," and Assignor agreed to purchase from Seller, that certain real property located at 5303 Hermitage Avenue, in the City of Valley View, County of Los Angeles, State of California, as more particularly described in the Purchase Agreement (the "Property").

B. Assignor desires to assign and transfer its rights under the Purchase Agreement to Assignee, and Assignee desires to acquire such rights and assume the obligations thereunder, upon the terms set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as, follows:

1. <u>Assignment</u>. Subject to the terms of this Assignment, Assignor hereby sells, transfers, and assigns to Assignee, and Assignee hereby acquires and accepts from Assignor, all of Assignor's entire right, title and interest in and to the Purchase Agreement; any escrow established under the Purchase Agreement; the Property; any and all earnest money deposits and/or other consideration paid by Assignor under the Purchase Agreement; and any and all other rights of "Buyer" or "Purchaser" (as defined in the Purchase Agreement) in, to and under the Purchase Agreement (collectively, the "Purchase Rights").

2. <u>Assumption</u>. Effective as of the Effective Date hereof and subject to the terms set forth herein, Assignee hereby assumes all duties, liabilities and obligations of Assignor under the Purchase Agreement and agrees to be bound by all of the terms and conditions of the Purchase Agreement. Assignee hereby acknowledges and agrees that all of the terms and conditions of the Purchase Agreement shall remain unchanged with the single exception that Assignee replaces Assignor as "Buyer," or "Purchaser" throughout the Purchase Agreement.

3. <u>Consent</u>. Seller has consented to the assignment of the Purchase Agreement in accordance with this Assignment by Sellers' agreement in the Purchase Agreement to sell to Assignor "and/or Assignee." Upon the effectiveness of this Assignment, Assignee hereby acknowledges and agrees that all of the terms and conditions of the Purchase Agreement shall remain unchanged with the single exception that Assignee replaces Assignor as "Buyer" or "Purchaser" throughout the Purchase Agreement.

4. <u>Representations and Warranties</u>.

4.1 <u>Assignor</u>. Assignor hereby makes the following representations and warranties to Assignee, as of the Effective Date: (a) Assignor has procured any and all consents, approvals or waivers required in connection with the transfer and assignment made by Assignor hereunder; (b) Assignor has the full right, power and authority to enter into this Assignment and consummate the transactions described herein; (c) all action on the part of Assignor necessary for the authorization, execution, delivery and

Exhibit 2

Attachment #4 to HELP October 28, 2016 memo

Secretary of State's October 20, 2016 Search Results that Urban Blox is not registered



Secretary of State Main Website

Business Entities (BE)

- E-File Statements of

Information for

Corporations

- Business Search - Processing Times

- Disclosure Search

Online Services

Main Page

Filing Tips

Service Options

Name Availability

Forms, Samples & Fees

(annual/biennial reports)

Information Requests (certificates, copies & status reports)

Statements of Information

Business Programs Notary & Authentications Elections

ctions Campaign & Lobbying

Business Search - Results

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, October 18, 2016. Please refer to <u>Processing Times</u> for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name.
- For information on checking or reserving a name, refer to <u>Name Availability</u>.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to <u>Information Requests</u>.
- · For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to <u>Field Descriptions and Status</u> Definitions.

Results of search for " URBAN BLOX " returned no entity records.

Record not found.

Modify Search New Search

Contact Information

Service of Process

Resources

FAQs

Business Resources
 Tax Information

- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

Privacy Statement | Free Document Readers

Copyright © 2016 California Secretary of State