AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this 27 day of March, 2019 ("Agreement Date") by and between the CITY OF BELL, a body corporate and politic ("Buyer"), DIAB SALEH, an individual ("Seller"). FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation ("Escrow Holder") hereby joins in this Agreement as to the provisions specifically binding on Escrow Holder, including Sections 2 through 6, inclusive, 8, 10, 12 13 and 14 (collectively, "Escrow Matters").

RECITALS:

A. Seller is the owner of that certain improved real property consisting of approximately 0.92 acres located in the City of Bell, County of Los Angeles, State of California, located at 4570 Gage Avenue and 6412 Woodward Avenue located near the intersection of Atlantic Blvd and Gage Avenue (Assessor Parcel No. 6326-004-020 & 022), more particularly described in Exhibit "A" attached hereto together with all improvements located thereon (the "Property").

B. The Property currently contains a shuttered building previously used as a restaurant containing approximately five thousand (5,000) square feet.

C. A Phase I Environmental Site Assessment has been prepared for the Property by Tetra Tech, Inc. in January 2018, which identified the potential for environmental contamination on the Property and recommended additional subsurface investigation to determine the potential for soil vapor impacts resulting from groundwater contamination on the Property. The parties have agreed to allow Buyer to perform such site investigations during the Due Diligence Period (as defined below) to confirm the need for environmental remediation in order to develop the Property and if such investigations reveal that environmental remediation is required, the purchase price for the Property payable by Buyer shall be reduced by the Remediation Cost Amount (as defined and further described below).

D. Seller desires to sell the Property to Buyer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property upon the terms and conditions of this Agreement.

2. OPENING OF ESCROW. Within three (3) Business Days (as defined in Section 14.14) of the Agreement Date, the parties shall open an escrow ("Escrow") by causing an executed copy of this Agreement to be deposited with Escrow Holder (c/o Jessica Avila, Escrow Officer at Fidelity National Title Insurance Company, 555 South Flower Street, Suite 4420, Los Angeles, CA 90071, (213) 452-7132 jessica.avila@fnt). Escrow shall be deemed open on the date that (i) a fully executed copy of this Agreement is delivered to Escrow Holder and accepted by Escrow Holder as evidenced by Escrow Holder’s executed acceptance on the signature page, and (ii) Escrow Holder concurrently receives the Deposit (as defined in Section 3.1(a)) ("Opening of Escrow").
3. **PURCHASE PRICE.**

3.1 **Amount of Purchase Price.** The purchase price for the Property is Two Million One Hundred Thousand Dollars ($2,100,000), less one-half (1/2) of the Remediation Cost Amount (as defined in subsection (b) below) ("Purchase Price"). While the exact costs of implementing the RAP (as defined below) has not yet been determined, the parties have agreed to evenly share the estimated Remediation Cost Amount (one-half of which shall be offset and deducted from the Purchase Price.

(a) **Offset.** Buyer is aware that the Property contains groundwater contamination and that a Remedial Action Plan ("RAP") will be required to remediate the environmental contamination conditions on or under the Property. While the exact costs of implementing the RAP has not yet been determined, the parties have agreed that the Remediation Cost Amount shall be offset and deducted from the amount of the Purchase Price. Notwithstanding the foregoing, the parties understand and agree that Buyer is acquiring the Property in an AS-IS condition and will be solely responsible for any remediation after the Close of Escrow, and all costs of Buyer's due diligence investigations, estimated to be $55,000, shall be at its own cost, including without limitation the RAP and HHRA (as defined below). The "Remediation Cost Amount" shall be deemed to be $162,000 (and one-half of which shall be deemed to be $81,000) based on the currently estimated costs required to implement the RAP and remediate any environmental contamination on or under the Property (including, without limitation, any hazardous materials or hazardous substances) as estimated by Buyer’s consultant, Mearns Consulting, LLC ("Mearns"), however, if the RAP demonstrates that the costs of implementing the RAP will be less than $162,000, then the Remediation Cost Amount shall be reduced to be the amount required to remediate the environmental contamination conditions of the Property as estimated by Mearns in the RAP. Notwithstanding anything to the contrary hereunder, the Remediation Cost Amount shall not exceed $162,000 total.

(b) **Deposit.** Concurrently with the Opening of Escrow, Buyer shall deposit the sum of Thirty Thousand Dollars ($30,000) ("Deposit") with the Escrow Holder, to be held in Escrow for the benefit of the parties and applied against the Purchase Price at Closing or refunded or forfeited in accordance with the terms of this Agreement.

The Deposit shall be fully refundable to Buyer on or before the expiration of the Due Diligence Period. In the event Buyer expressly waives contingencies in writing and elects to continue and does not terminate this Agreement on or prior to the expiration of the Due Diligence Period, the Deposit shall become immediately non-refundable and held in Escrow, except in the event of a Seller default, a failure of a condition precedent in favor of Buyer (other than contingency items required to be approved during the Due Diligence Period), or as otherwise specifically set forth in this Agreement, but, unless the transaction for the Property is not consummated for any reason, shall be applicable to the Purchase Price. If the transaction for the Property is not consummated because of a default under this Agreement on the part of Buyer after the expiration of the Due Diligence Period, the Escrow Holder shall disburse the Deposit to Seller as liquidated damages pursuant to Section 12.1 below.

(c) **Balance of Purchase Price.** At least two (2) Business Days prior to the Closing, Buyer shall deposit with Escrow Holder the Purchase Price less the Deposit (and the Remediation Cost Amount, if applicable). The Purchase Price shall be disbursed to Seller by the Escrow Holder upon confirmation of the Closing Date (as defined in Section 5).
(d) **Good Funds.** All funds deposited into Escrow shall be in “Good Funds” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

3.2 **Waiver and Release.** The Purchase Price to be paid by Buyer to Seller constitutes full and just compensation for the Property and is all-inclusive of Seller’s interest in the Property. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer’s acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: and any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes including, without limitation, Seller’s fee interest in the land (including any improvements thereon), severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any “bonus value” attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys’ fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer.

[Signature]
Seller’s Initials

4. **CLOSING FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.**

4.1 **Seller.** Seller agrees that on or before 12:00 noon on the Business Day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation, the following:

a. Executed and recordable grant deed in the attached form of Exhibit B ("Grant Deed") and such other documents as reasonably required by Escrow Holder / Title Company (as defined in Section 6.1).

b. A FIRPTA Affidavit (as defined in Section 10.7).

c. Seller’s Affidavit (as defined in Section 5.2).

d. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.2 **Buyer.** Buyer agrees that on or before 12:00 noon on the Business Day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation, the following:

a. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.

b. The Certificate of Acceptance of the Grant Deed in the form provided in Exhibit B ("Certificate of Acceptance").
c. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.3 **Recordation, Completion and Distribution of Documents.** Escrow Holder shall confirm that any documents signed in counterpart are the matching documents and shall combine the signature pages thereof so as to create fully executed documents. Escrow Holder will date all the documents (including but not limited to the Grant Deed) with the date of Close of Escrow. Escrow Holder will cause the Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Title Policy in accordance with Section 6.2, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to the parties pursuant to this Agreement. Promptly following Close of Escrow, Escrow Holder shall distribute Escrow Holder's closing statement and the documents deposited in Escrow as follows:

(a) **To Buyer:** (i) One certified conformed copy of the Grant Deed (with the Certificate of Acceptance), the original to be mailed to Buyer following recordation thereof; and (ii) one certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof.

(b) **To Seller:** One certified copy, conformed if recorded, of any other document delivered to Escrow Holder by Buyer or Seller pursuant to the terms hereof.

5. **CLOSING DATE: TIME IS OF ESSENCE.**

5.1 **Closing Date.** Escrow shall close five (5) Business Days following Buyer's issuance of the Buyer's Due Diligence Notice pursuant to Section 7.2 ("Closing Date") unless otherwise extended by the mutual agreement of the parties as evidenced in writing executed by both parties. The terms "Close of Escrow" and/or "Closing" are used herein to mean the time Grant Deed with the Certificate of Acceptance is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 **Possession.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all tenants, occupants, personal property and debris as evidenced by a physical inspection by Buyer and Seller's execution of an affidavit that no leases or rights of possession exist as of the Closing in a form reasonably satisfactory to Buyer ("Seller's Affidavit"). In the event any personal property remains on the Property after Closing, such property shall be deemed to be owned by Buyer and may be disposed of by Buyer in its discretion.

5.3 **Time is of Essence.** The parties specifically agree that time is of the essence of this Agreement.

5.4 **Extensions.** The parties may, in their sole discretion, extend any deadlines set forth in this Agreement. The City Manager or his/her designee, in his/her sole and exclusive shall have the authority to act on behalf of the Buyer under this Agreement.

5.5 **Removal of Debris; Walk Through.** Prior to the Close of Escrow, Seller shall, at its sole cost and expense, remove all trash and debris from the Property, including but not limited to, tires, propane tank, paint cans and household-type cleaning supplies. On the day prior to the Close of Escrow, the parties shall conduct a walk-through of the Property to confirm the condition of the Property is consistent with the terms and conditions of this Agreement.
6. **TITLE POLICY.**

6.1 **Approval of Title.**

(a) Promptly following execution of this Agreement but, in no event, later than five (5) Business Days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title Company ("Title Company"), describing the state of title of the Property, together with legible copies of all exceptions specified therein and a map depicting the Property and plotting all easements specified therein ("Preliminary Title Report"). The Preliminary Title Report shall also confirm the exact legal description for the Property which shall be attached to the Grant Deed. Within fifteen (15) Business Days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("Disapproved Exceptions").

(b) In the event Buyer delivers Buyer's Title Notice within the required period, Seller shall have a period of ten (10) Business Days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) Business Days following the earlier of (x) the date of written notice from Seller that such Disapproved Exception(s) cannot be removed; or (y) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) Business Days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein notwithstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 **Title Policy.** At the Close of Escrow, Title Company shall furnish Buyer with an ALTA Owner's non-extended policy of title insurance ("Title Policy") insuring title to the Property vested in Buyer with coverage in the amount of the Purchase Price, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section 6. The cost of the premium for the standard coverage portion of the Title Policy (i.e., exclusive of extended coverage and endorsements, except for endorsements required to cure any item that Seller agrees to or is obligated to cure) shall be paid by Seller. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested. Notwithstanding the foregoing, Buyer shall have the right to request the issuance of an ALTA extended owner's policy provided that (i) Buyer shall have caused an ALTA survey to have been prepared at its sole cost and expense and delivered to the Title Company in a timely fashion so as to not delay Closing, and (ii) the additional cost for the extended coverage shall be paid by Buyer.
6.3 **Survey.** Buyer shall have the right, but not the obligation to obtain an ALTA/ACSM Survey prepared for the Property, provided that the Closing shall not be delayed as a result of Buyer’s failure to obtain such Survey prior to the Closing Date. Buyer shall be solely responsible for obtaining and paying for same and the receipt of such Survey shall not be a condition to Closing. In the event that Buyer fails to obtain such Survey prior to Closing, then the Title Policy to be issued by the Title Company shall be an ALTA non-extended coverage form of owner’s title policy.

7. **DUE DILIGENCE.**

7.1 **Scope of Due Diligence.** Within five (5) Days of Opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller’s possession or control concerning the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. The documents that Seller shall make available to Buyer include, but are not limited to, true, correct and complete copies of:

(a) True, correct and complete copies of all leases, rental agreements, service contracts, and other agreements pertaining to the use or operation of the Property (and any amendments thereto).

(b) All documents relating to or evidencing the condition of any building or structure on the Property, including records of repairs and maintenance and any complaints regarding the condition of any building or structure on the Property.

(c) Any surveys of the Property (including any ALTA surveys) in Seller’s possession or control.

(d) Any report of all present and/or pending claims, actions, suits, legal proceedings, arbitrations or any other legal or administrative proceeding which affect the Property and copies of insurance policies.

(e) All reports in Seller's possession respecting the physical condition of the Property, including without limitation, all environmental reports (including any Phase I and II reports) in Seller’s possession or control.

(f) Such other due diligence materials as may be reasonably requested by Buyer.

Seller's failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Buyer's Due Diligence Notice one (1) Business Day for each day or partial day beyond the five (5) Business Days described above that Seller fails to satisfy its obligations set forth in this Section.

During the Due Diligence Period and subject to the terms and conditions of Section 7.3 below, Buyer shall be entitled to conduct a site investigation of the Property to determine the extent of environmental remediation costs that may be required in order to develop the Property (the "Remediation Assessment") through its consultant, Mearns Consulting, LLC, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses, which shall include the following tasks:

(i) Task 1 – A soil vapor assessment.
(ii) Task 2 – Preparation of a Human Health Risk Assessment ("HHRA").

(iii) Task 3 – Preparation of a RAP.

In addition, during the Due Diligence Period, Buyer shall enter into a Memorandum of Understanding with the Office of Health Hazard Assessment ("OEHHA") for the preparation and approval of a HHRA by the OEHHA.

Buyer shall also have the right to require Seller to provide an analysis of the Property consisting of such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property.

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") within five (5) Business Days following approval of a remediation plan (including a HHRA) by the OEHHA, of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Approval of a remediation plan by OEHHA is estimated to be within 90 days or sooner from the Opening of Escrow. Buyer's failure to deliver Buyer's Due Diligence Notice within such five (5) Business Day period following approval of the remediation plan by OEHHA shall be conclusively be deemed Buyer's disapproval thereof.

7.3 Right to Enter. Subject to the conditions set forth below, Seller grants to Buyer, its agents and employees (including Mearns Consulting, LLC) a limited license to enter upon any portion of the Property for the purpose of conducting the Remediation Assessment and such other engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer's sole cost and expense. As a condition to Buyer's entry, inspection or testing, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement. Buyer shall obtain or cause its consultants to obtain, at Buyer's sole cost and expense prior to commencement of any investigative activities on the Property, a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities. Such insurance policy shall name Seller, its successors and assigns as additional insured.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("Buyer's Conditions Precedent"): 

(a) All conditions precedent to Title Company's issuance of the Title Policy as specified in Section 6.2 have been satisfied.

(b) Seller has delivered evidence reasonably satisfactory (including Seller's Affidavit) to Buyer that the Property has been vacated and Buyer has approved its physical inspection of the Property pursuant to Section 5.2.
(c) Buyer has issued the Buyer's Due Diligence Notice in accordance with Section 7.2.

(d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(e) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

(a) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.

(b) Buyer has delivered the balance of the Purchase Price to Escrow Holder (less the Remediation Cost Amount, if applicable).

(c) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(d) Buyer is not in material default of its obligations under this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

9.1 General Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow with respect to the Property:

(a) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(b) Seller has received no written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(c) There are no easements or encroachments onto the Property by buildings or improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(d) The Property and the current use thereof is in compliance with all applicable contracts, covenants and agreements affecting the Property.

(e) Neither this Agreement nor any other document, certificate or written statement furnished to Buyer by Seller in connection herewith contains any untrue statement of a material fact.

(f) All copies of documents delivered by Seller to Buyer are true, genuine, complete and correct copies of the original executed documents which they purport to be.
(g) There are no contingent liabilities arising out of the ownership or operation of, or affecting, the Property or any part thereof which would be binding upon the Buyer or to which the Property would be subject after the Closing.

(h) All federal, state, municipal, county and local taxes, the nonpayment of which might become a lien on or affect all or part of the Property, which are due and payable prior to the Closing have been paid, or on the Closing Date will have been paid in full.

(i) Seller has the unimpeed power to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant to this Agreement.

9.2 **Survival of Representations and Warranties of Seller.** The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

9.3 **Breach; Indemnification.** If a breach of a representation or warranty occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement. Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever (including reasonable attorneys' fees') paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to: (i) any breach by Seller of any of its warranties or representations set forth in this Agreement, and (ii) any amounts expended by Buyer to secure exclusive possession free of any tenant or occupant of the Property.

9.4 **Seller Covenants.** Until Closing, Seller shall not do anything which would impair Seller's title to the Property. If Seller learns of any fact or condition which would cause any of the warranties and representations in this Section 9 not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

10. **ESCROW PROVISIONS.**

10.1 **Escrow Instructions.** The Escrow Matters constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's required escrow instructions (with any modifications required by Buyer and Seller), provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder.

10.2 **General Escrow Provisions.** Escrow Holder shall cause the Title Company to deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 **Prorations.**
(a) **Taxes.** All general and special real property taxes and assessments applicable to the Property shall be the responsibility of Seller. Seller acknowledges that Buyer is a governmental agency, and is not subject to payment of taxes. Accordingly, Seller shall be solely responsible for seeking a refund of any overpayment of taxes from the appropriate taxing agencies. Any supplemental tax bills received after Close of Escrow shall be paid by Seller to the extent they relate to a period prior to Close of Escrow. If a supplemental tax bill covers a period commencing before and continuing after Close of Escrow, Seller will pay the tax and shall be solely responsible for seeking any refunds from the appropriate taxing agency.

(b) **Utilities.** Utilities and other expenses of the Property shall not be prorated as Seller is expressly required to cause such utilities to be turned off prior to Closing and to terminate any and all utility contracts prior to Closing.

The provisions of this Section 10.3 shall survive Close of Escrow. If either party fails to pay its pro rata share of taxes or other expenses by the times herein provided, interest shall accrue on all unpaid amounts from when owing until paid at five percent (5%) over the Federal Discount Rate quoted by the Federal Reserve Bank of San Francisco on the 25th day of the month preceding the date interest commences to accrue.

10.4 **Payment of Costs.**

(a) **Cost Allocation.** Seller shall pay the costs for the premium for the standard coverage portion of the Owner’s Title Policy and the cost of any endorsements required to cure an item that Seller agreed or is obligated to cure and one-half (1/2) of the escrow costs ("**Seller’s Charges**"). (NOTE: No documentary transfer taxes will be payable pursuant to Government Code Section 11922). Buyer shall pay the premium for any extended coverage under the Owner’s Title Policy and the costs of any endorsements thereto, and one-half (1/2) of the escrow fees ("**Buyer’s Charges**"). Buyer is a public agency and is exempt from recording charges. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

(b) **Closing Statement.** At least three (3) Business Days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party’s respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

10.5 **Termination and Cancellation of Escrow.** If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 **Information Report.** Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated
by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 **No Withholding as Foreign Seller.** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("FIRPTA Affidavit").

10.8 **No Brokerage Commissions.** Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. **NON-COLLUSION.** No official, officer, or employee of the Buyer has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Buyer participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which it is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which it is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any official, officer, or employee of Buyer, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Buyer, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

**Seller's Initials:**

12. **DEFAULT.**

12.1 **DEFAULT OF BUYER; LIQUIDATED DAMAGES.** IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE
IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE SUM OF THIRTY THOUSAND DOLLARS ($30,000) SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE FOREGOING AMOUNT SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. FURTHERMORE, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER.

Seller's Initials  Buyer's Initials

12.2 Default by Seller. If all conditions precedent to Seller's obligations to sell the Property have occurred but Seller fails to Close under this Agreement for any reason other than the default by Buyer under this Agreement, Buyer shall have all rights and remedies under law and equity, including without limitation, bringing an action for specific performance of Seller's obligations or in lieu thereof, bringing an action for damages for breach of Seller's obligations.

12.3 Condition of the Property: Environmental Liabilities. Upon the Close of Escrow, Buyer shall acquire the Property subject to such condition as disclosed and then-known to Buyer through its investigations, Seller disclosures and due diligence as described in Section 7 hereof or as otherwise disclosed to Buyer prior to the Close of Escrow ("As-Disclosed Condition"). The As-Disclosed Condition of the Property shall include any groundwater contamination conditions disclosed by the Buyer's Remediation Assessment, whether such work is undertaken before or after Closing. Seller shall be responsible for any defects in the Property which Seller is aware of prior to Closing but does not disclose to Buyer prior to Closing, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, hazardous materials or hazardous substances, vaults, debris, pipelines, or other structures located on, under or about the Property, that are existing in, on or about the Property prior to Closing arising from Seller's ownership of the Property (hereinafter referred to as "Retained Environmental Liabilities"). Seller shall retain all liability under any applicable environmental laws asserted at any time in connection with Sellers' Retained Environmental Liabilities.

12.4 Indemnity. Seller shall, from and after the Closing Date, release, discharge, defend, indemnify and hold harmless Buyer, and its officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all claims, actions, suits, legal or administrative orders or proceedings, costs (including costs of environmental compliance), demands or other liabilities resulting from the acts or omissions of Seller with respect to any Retained Environmental Liabilities, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties arise from Sellers' Retained Environmental Liabilities.
Notwithstanding any other provision of this Agreement, the releases and indemnifications set forth in this Section 12, as well as all other provisions of this Section, shall survive the Closing, and/or the termination of this Agreement, and shall continue in perpetuity.

13. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party’s address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

**To Seller:**
Diab Saleh  
4683 Bell Avenue  
Bell, CA 90201

**To Buyer:**
City of Bell  
6330 Pine Ave.  
Bell, California 90201  
Attn: Paul Philips, City Manager

**With a Copy to:**
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
Attention: David Aleshire, Esq.

**To Escrow Holder:**
Fidelity National Title Insurance Company  
555 South Flower Street, Suite 4420  
Los Angeles, CA 90071  
Attn: Jessica Avila, Escrow Officer

14. **GENERAL PROVISIONS.**

14.1 **Risk of Physical Loss.** Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer after Close of Escrow. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within twenty (20) Business Days following the date Buyer gives notice to Buyer of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said twenty (20) Business Day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Property). Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable
right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

14.2 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party, which, in the case of Buyer, may be withheld in its sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

14.3 Attorneys' Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.4 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.5 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.6 Execution of Further Documents. The parties agree to execute such instructions to Title Company and Escrow Holder and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement. The City Manager is authorized to execute any such documents on behalf of the Buyer / City.

14.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.8 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.9 Integration. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are integrated herein and shall be of no further force or effect.
14.10 **Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

14.11 **Non-Liability of Officials or Employees.** No officer, official or employee of Buyer shall be personally liable to Seller in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

14.12 **Relationship of the Parties.** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

14.13 **Representation by Counsel.** Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party’s respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

14.14 **Continuing Cooperation.** Each party shall execute and deliver such other reasonable documents requested by the other party or by Escrow Holder to consummate the transactions described herein.

14.15 **Definition of Days.** “Business Days” shall mean calendar days excluding weekends and holidays. “Calendar Days” or the term “Days” shall mean consecutive calendar days excluding recognized federal and state holidays.

14.16 **Exhibits.** Exhibits A and B attached hereto are incorporated herein by this reference.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Agreement Date.

Note: Sections 3.2, 11 & 12.1 need to be separately initialed as indicated.

SELLER:

[Signature]
DIAB SALEH

BUYER:

CITY OF BELL, a body corporate and politic

By: [Signature]
   Fidencio Joel Gallardo, Mayor

THE ESCROW MATERS ARE HEREBY ACCEPTED AND AGREED TO BY:

ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation

By: __________________________
   Jessica Avila, Escrow Officer

ATTEST:

By: __________________________
   Angela Bustamante, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: __________________________
   David Aleshire, City Attorney
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Agreement Date.

Note: Sections 3.2, 11 & 12.1 need to be separately initialed as indicated.

SELLER:

DIAB SALEH

BUYER:

CITY OF BELL, a body corporate and politic

By: ____________________________
   Eleno Joel Gallardo, Mayor

THE ESCROW MATERS ARE HEREBY ACCEPTED AND AGREED TO BY:

ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation

ATTEST:

By: ____________________________
   Angela Bustamante, City Clerk

APPROVED AS TO FORM:

Alshire & Wynder, LLP

By: ____________________________
   David Alshire, City Attorney
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On March 25, 2019 before me, Angela Bustamante, a notary public, personally appeared Diab Sarah who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

SEAL:

[Stamp]
EXHIBIT “A”

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Bell, County of Los Angeles, State of California legally described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH 60 FEET OF THE SOUTH 260 FEET LOT 31 OF THE CLUTTER AND LOAN TRACT, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 153 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PARCEL 2:

LOT 32 OF THE CLUTTER AND LOAN TRACT, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 153 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

EXCEPT THE NORTHERLY 10 FEET DEEDED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.
EXHIBIT “B”
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Bell
6330 Pine Ave.
Bell, California 90201
City Clerk

APNs 6326-004-020 & 022
THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENTARY TRANSFER TAX IS $0 per R&T Code
11922

(Space Above This Line for Recorder’s Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged DIAB SALEH, an individual (“Grantor”), hereby grants to the CITY OF BELL, a municipal corporation (“Grantee”), that certain real property, together with all improvements thereon and all rights and appurtenances appertaining thereto, in the City of Bell, County of Los Angeles, State of California, located at 4570 Gage Avenue and 6412 Woodward Avenue and legally described as set forth on Exhibit A attached hereto and incorporated herein by reference, and Grantor further warrants the title to same.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of the date specified below.

“GRANTOR”

Date: ________________, 2019

DIAB SALEH
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Bell, County of Los Angeles, State of California, legally described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH 60 FEET OF THE SOUTH 260 FEET LOT 31 OF THE CLUTTER AND LOAN TRACT, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 153 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

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EXCEPT THE NORTHERLY 10 FEET DEEDED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated ____________, 2019 from DIAB SALEH, an individual ("Grantor") to the CITY OF BELL, a municipal corporation ("Grantee"), is hereby accepted by the undersigned officer and agent of the City of Bell pursuant to authority conferred by resolution of the City Council of the City of Bell adopted on ____________, 2019 and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated ____________, 2019.

GRANTEE

CITY OF BELL,
a municipal corporation

By: ______________________
Name:
Title:
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

) ss.

On _______________, 2019 before me, ________________________, a notary public, personally appeared _______________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

____________________________________

Notary Public

SEAL: