

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 ____ day of _____, 2019, by and between the CITY OF CARSON, a municipal corporation ("**Seller**") and MY FATHER'S BARBEQUE LLC, a California limited liability company ("**Buyer**").

RECITALS:

A. Seller is the owner of that certain unimproved real property located in the City of Carson, County of Los Angeles, State of California, located at 21828 Avalon Blvd, Carson, CA 90745 (Assessor Parcel No. 7332-002-900), more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("**Property**").

B. Seller desires to sell and Buyer desires to buy the Property upon the terms and conditions more particularly set forth herein.

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 in this Agreement.

2. EFFECTIVE DATE; OPENING OF ESCROW.

2.1 Effective Date. This Agreement shall be deemed effective upon execution of the Agreement by Seller after approval by the City Council pursuant to California law. Prior to the scheduled agenda date for review by the City Council, Buyer shall deliver to three (3) executed copies of this Agreement together with a check for the Deposit payable to Escrow Holder.

2.2 Opening of Escrow. Within five (5) days after the Effective Date, the parties shall open an escrow (Escrow) with Commerce Escrow at 1055 Wilshire Blvd., Suite 1000 Los Angeles, California 90017 (213.484.0855) ("**Escrow Holder**") by causing an executed copy of this Agreement to be deposited with Escrow Holder together with the Deposit (as defined in Section 3.2(a)) ("**Opening of Escrow**"). The Escrow Officer shall be Dwayne Butler.

3. PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Property is Four Hundred Twenty Thousand Dollars (\$420,000) ("**Purchase Price**").

3.2 Payment of Purchase Price.

a. Deposit. Buyer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000) with Escrow Holder ("**Deposit**") concurrently with Opening of Escrow, which shall be credited towards the Purchase Price at Close of Escrow or otherwise disbursed as set forth in this Agreement.

b. **Balance of Purchase Price.** Buyer shall deposit the balance of the Purchase Price with Escrow Holder in Good Funds (as defined in Section 4.3) at least one (1) business day prior to the Closing Date.

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

4.1 **Seller.** Seller agrees that on or before 12:00 noon at least one (1) business day prior to 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:

- a. Executed and recordable grant deed in the form attached hereto as Exhibit B ("**Grant Deed**") and such other documents as reasonably required by Title Company (as defined in Section 6.1).
- b. A Non-Foreign Affidavit as required by federal law.
- c. 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 at least one (1) business day prior to 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:

- a. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County
- b. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

4.3 **Good Funds.** All funds deposited in 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.

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

5.1 **Closing Date.** Escrow shall close twenty (20) days after the end of the Due Diligence Date (as defined in Section 7.2) ("**Closing Date**") unless otherwise extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed 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, Seller shall deliver possession of the Property to Buyer.

5.3 **Time is of Essence.** Buyer and Seller specifically agree that time is of the essence under this Agreement.

5.4 **Extensions.** The City Manager or his or her designee (who has been designated in writing by the City Manager) shall, in his or her sole and exclusive discretion, on behalf of Seller, have the authority to approve written requests for extending any deadline under this Agreement for up to an additional ninety (90) days cumulatively. All extension shall be in writing and signed by the City Manager or his or her designee.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but, in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by First American Title Insurance Company with Jeff Dasse as the title officer ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within ten (10) 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 said period, Seller shall have a period of five (5) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt 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) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) 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 five (5) days following receipt of notice of such additional exceptions.

6.2 Title Policy. At the Close of Escrow, the Title Company Holder shall issue to Buyer an ALTA non-extended owner's policy of title insurance ("**Title Policy**") insuring title to the Property vested in Buyer with coverage in the amount of the Purchase Price, containing only (i) exceptions approved or waived by Buyer in accordance with Section 6.1; and (ii) any exceptions caused by Buyer, including, but not limited to, liens under Section 7.3. The cost of the Title Policy to Buyer shall be paid by Buyer.

7. DUE DILIGENCE.

7.1 Scope of Due Diligence. Upon the opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller's possession and control concerning the Property including, but not limited to, any contracts, leases, and reports. Buyer shall have the right to obtain, at its cost, and to conduct 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. 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.

7.2 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") no later than twenty-one (21) days from the Opening of Escrow ("**Due Diligence Date**"), 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. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall conclusively be deemed Buyer's approval of the condition of the Property.

7.3 Right to Enter. During the Due Diligence Period, Seller grants to Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense.

Buyer shall obtain Seller's written consent prior to each entry of the date and purpose of intended entry which shall not be unreasonably withheld or delayed. Buyer shall (i) notify Seller prior to each entry of the date and purpose of intended entry and provide to Seller the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) allow an employee of Seller to be present at all times; (v) 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 paragraph; (vi) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vii) provide to Seller prior to initial entry a certificate of insurance evidencing that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) which insurance names Seller as additional insured; (viii) return the Property to substantially its original condition following Buyer's entry; (ix) provide Seller copies of all studies, surveys, reports, investigations and other tests derived from any inspection without representation or warranty but with the right of Seller to use the report without further consent from the issuer; and (x) take the Property at Closing subject to any title exceptions caused by Buyer exercising this license.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting to the extent such claims arise solely from the gross negligence or willful misconduct of Seller. This obligation shall survive termination of this Agreement for any reason.

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) Title Company will issue the Title Policy as specified in Section 6.2.
- (b) Buyer has approved the Due Diligence matters in accordance with Section 7.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (d) 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 delivered the balance of the Purchase Price to Escrow Holder.
- (b) The Title Company will issue the Title Policy as specified in Section 6.2.
- (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 default of its obligations under this Agreement.

9. LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, 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 DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY NOTIFY ESCROW HOLDER IN WRITING TO RELEASE THE DEPOSIT TO SELLER SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT. THIS PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

Seller's Initials

Buyer's Initials

10. DISCLAIMERS RE CONDITION OF THE PROPERTY AND USES.

10.1 Disclaimer of Warranties. Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and, except as specifically set forth in Section 11, Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.

10.2 No Assurances Regarding Uses or Entitlements. Buyer specifically understands and agrees that Seller is not making any representations or warranties of any kind with respect to uses for the Property. Buyer is aware that, notwithstanding current zoning for the Property, zoning and other laws can change in the future. Buyer is purchasing the Property with full knowledge that (i) any proposed project for the Property will be subject to the standard approval process as required by the Carson Municipal Code and applicable law; and (ii) as a governmental agency, Seller cannot bind itself with respect to discretionary

actions or approvals in this Agreement. By initialing below, Buyer expressly acknowledges that it understands and, if it elects to purchase the Property, is knowingly accepting the foregoing risks.

Buyer Initials: _____

10.3 Hazardous Materials. Buyer understands and agrees that, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but in no event shall Buyer look to Seller for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller, and each of the entities constituting Seller, if any, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against the Seller, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer Initials _____

Seller Initials _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify and hold harmless Seller and each of the entities constituting Seller (collectively, the "**Indemnified Parties**") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, 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 there from, 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 are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless

relating to the subject matter of this Section, Buyer shall use its diligent efforts to obtain for Seller the same releases, indemnities and other comparable provisions.

For purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

11. REPRESENTATIONS AND WARRANTIES.

11.1 General Representations and Warranties.

Seller hereby makes ONLY 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 on the Property to the knowledge of Seller's senior staff as of the Effective Date without duty to investigate:

(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 not received any written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any Hazardous Materials, Environmental Claim, Environmental Cleanup Liability exists or applies to the Property.

11.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 10 shall survive the Closing and delivery of the Grant Deed for a period of six (6) months after the Closing.

11.3 Breach; Indemnification. If a breach of a representation or warranty occurs before Closing and the party adversely affected by the breach 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 paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to such breach.

12. ESCROW PROVISIONS.

12.1 Escrow Instructions. Sections 1 through 6, inclusive, 8, 12, 15 and 16 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, 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, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree

to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

12.2 General Escrow Provisions. Escrow Holder shall 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 15 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.

12.3 Proration of Real Property Taxes. As a public agency, Seller is not subject to real property taxes. According, Buyer shall take the Property subject to non-delinquent general and special real property taxes prorated to the Close of Escrow without proration.

12.4 Payment of Costs.

- a. **Cost Allocation.** Seller shall only be responsible to pay the Commission (as defined in Section 12.8) and documentary transfer fees ("**Seller's Charges**"). Buyer shall pay the cost of the Title Policy, all escrow fees, recording fees and all other escrow costs not specifically part of Seller's Charges ("**Buyer's 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.

12.5 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.

12.6 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.

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

To Buyer: MY FATHER'S BARBEQUE LLC
1748 Cyrene Dr
Carson, CA 90746
Attn: Marvin Hardley, Manager

To Escrow Holder: Commerce Escrow
1055 Wilshire Blvd., Suite 1000
Los Angeles, California 90017
Attn: Dwayne Butler, Escrow Officer

16. GENERAL PROVISIONS.

16.1 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. Notwithstanding the foregoing, Buyer may assign this Agreement to any entity in which Buyer, Marvin Robert Hardley Sr. and/or Shirley Jean Hardley have the controlling interest and managerial control and such assignee assumes this Agreement in writing delivered to Seller, 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.

16.2 Attorney's 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.

16.3 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. In the event of a dispute, the parties agree that such action will be filed in the Superior Court in Los Angeles County.

16.4 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.

16.5 Modifications and Amendments. Any amendment or modification must be in writing executed by each party.

16.6 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.

16.7 Merger. 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 merged herein and shall be of no further force or effect.

16.8 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.

16.9 Exhibits. Exhibit A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

NOTE: EACH OF SECTIONS 9, 10.2, 10.3 & 14 MUST BE SEPARATELY INITIALED BY THE PARTIES AS INDICATED.

BUYER:

MY FATHER'S BARBEQUE LLC,
a California limited liability company

By: _____
Marvin Hardley, Manager

READ AND ACCEPTED:

COMMERCE ESCROW, a California
corporation

By _____
_____, Escrow Officer

SELLER:

CITY OF CARSON,
a municipal corporation

By: _____
_____, 201__

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Sunny K. Soltani, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The real property located in the City of Carson, County of Los Angeles, State of California described as follows: (APN 7332-002-900:)

THE NORTHERLY 70 FEET OF LOT 36 OF TRACT NO. 2982, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35, PAGE 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ANY PORTION LYING WITHIN THE LINES OF TRACT NO. 26121, AS PER MAP RECORDED IN BOOK 682, PAGE 100 OF MAPS.

EXCEPT THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND MINERALS AND ANY OTHER SUBSTANCES AT THIS TIME KNOWN OR UNKNOWN FROM AND BELOW A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY AND THE FURTHER EXCLUSIVE RIGHT TO DEVELOP, OPERATE, PRODUCE AND EXTRACT ALL OF THE AFORESAID EXCEPTED ITEMS, WITHOUT RIGHT OF SURFACE ENTRY FOR SAID DEVELOPMENT, OPERATION, AND PRODUCTION THEREOF, AS RESERVED IN DEED FROM CLEVELAND WRECKING COMPANY OF CINCINNATI, A DELAWARE CORPORATION RECORDED APRIL 23, 1961 AS INSTRUMENT NO. 2315 IN BOOK D-1204, PAGE 565 OF OFFICIAL RECORDS.

EXHIBIT B

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MY FATHER'S BARBEQUE LLC
1748 Cyrene Dr
Carson, CA 90746
Attn: Marvin Hardley, Manager

APN 7332-002-900
THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENTARY TRANSFER TAX IS \$462

(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, the CITY OF CARSON, a California municipal ("**Grantor**"), hereby grants to MY FATHER'S BARBEQUE LLC, a California limited liability company ("**Grantee**"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "**Property**" in the City of Carson, County of Los Angeles, State of California, as more particularly described in Attachment 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf as of the date written below.

CITY OF CARSON,
a California municipal corporation,

By: _____
Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny Soltani, City Attorney

ATTACHMENT 1 TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in the City of Carson, County of Los Angeles, State of California, and is described as follows:

THE NORTHERLY 70 FEET OF LOT 36 OF TRACT NO. 2982, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35, PAGE 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

EXCEPT THEREFROM ANY PORTION LYING WITHIN THE LINES OF TRACT NO. 26121, AS PER MAP RECORDED IN BOOK 682, PAGE 100 OF MAPS.

EXCEPT THEREFROM ALL OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND MINERALS AND ANY OTHER SUBSTANCES AT THIS TIME KNOWN OR UNKNOWN FROM AND BELOW A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY AND THE FURTHER EXCLUSIVE RIGHT TO DEVELOP, OPERATE, PRODUCE AND EXTRACT ALL OF THE AFORESAID EXCEPTED ITEMS, WITHOUT RIGHT OF SURFACE ENTRY FOR SAID DEVELOPMENT, OPERATION, AND PRODUCTION THEREOF, AS RESERVED IN DEED FROM CLEVELAND WRECKING COMPANY OF CINCINNATI, A DELAWARE CORPORATION RECORDED APRIL 23, 1961 AS INSTRUMENT NO. 2315 IN BOOK D-1204, PAGE 565 OF OFFICIAL RECORDS.

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)
) ss.
COUNTY OF _____)

On _____, 201_ 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: