

OFA-20.20, Revised 10-22-2020

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: December 8, 2022	
1. Buyer.	
1.1 The County of El Dorado, a political s	subdivision of the State of California ,("Buyer"
hereby offers to purchase the real property, hereinafter described, from the owner to	thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an
escrow ("Escrow") to close 30 or days after the waiver or satisfaction	of the Buyer's Contingencies, ("Expected Closing Date") to be field by
Placer Title ("Escrow Holder") whose address is 175 Placer	"VIIIe Drive, Placerville, CA 95007, Phone No.
(530) 626–3770 , Facsimile No. upon the terms and con assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of E	iditions set forth in this agreement (Agreement). Duyer shall have the right to
1.2 The term "Date of Agreement" as used herein shall be the date when by	execution and delivery (as defined in paragraph 20.2) of this document or a
subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing	ng whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upor
terms accepted by both Parties.	
2. Property.	
2.1 The real property ("Property") that is the subject of this offer consists of	(insert a brief physical description) one (1) parcel of land
containing two (2) commercial buildings total	ing approximately 23,550 rentable square
feet on approximately 92,347 square feet of 1	and is located in the County of El Dorado , is commonly known a
(street address, city, state, zip) 3883 Ponderosa Road, Shingl	e Springs, CA and is legally described as: (APN:
070-270-031).	
2.2 If the legal description of the Property is not complete or is inaccurate, the	his Agreement shall not be invalid and the legal description shall be completed or
corrected to meet the requirements of Placer Title ("Title Company"	"), which shall issue the title policy hereinafter described.
2.3 The Property includes, at no additional cost to Buyer, the permanent imp	provements thereon, including those items which pursuant to applicable law are a
part of the property, as well as the following items, if any, owned by Seller and at pr ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lin	esent located on the Property: electrical distribution systems (power paner, bus
conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire	detection systems: carpets: window coverings; wall coverings; and <u>all</u>
existing systems furniture, cubicles and offi	ce furniture that is currently located in
the Property which is not owned by any existi	ng tenant (collectively, the "Improvements").
	urchase Price, is leased by Seller, and Buyer will need to negotiate a new leas
with the fire monitoring company, wownership will be determined during Escrov	v, or there is no fire sprinkler monitor.
	Seller's personal property, furniture and furnishings, and all of
which shall be removed by Seller prior to Closing.	
3. Purchase Price.	AC 200 F00 00 H 6/1/
3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the	ne Property shall be \$5,392,500.00, payable as follows:
(Strike any not applicable)	
(a) Cash down payment, including the Deposit as defined in paragraph	4.3 (or if an all cash transaction, the Purchase Price):
	\$5,392,500.00
(b) Amount of "New Loan" as defined in paragraph 5.1, if any:	
(c) Buyer shall take title to the Property subject to and/or assume the	following existing deadls) of trust ("Existing Deadls) of
(c) Buyer shall take title to the Property subject to alloyof assume the Trust"\securing the existing promissory note(s) ("Existing Note(s)"	
(i) An Existing Note ("First Note") with an unpaid principal balar	ace as of the Closing of approximately:
	ing interest at the rate of % per annum-
until paid (and/or the entire unpaid balance is due on	}
(ii) An Existing Note ("Second Note") with an unpaid-principal ba	alance as of the Closing of approximately:
	None or the second
	luding interest at the rate of % per annum.
until paid (and/or the entire unpaid balance is due on (d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of I	Twist") on the property to secure the promission roots.
of Buyer to Seller described in paragraph 6 ("Purchase Money Not	to" I in the amount of:
th payer to sener destribes in her \$2.000.0 1. and the second of the sec	
Total Purchase Price:	\$5,392,500.00
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ı	3.2. If Buyer is taking title to the Property subject to, or assuming, an	Existing Deed of Trust and such deed o	ftrust permits the beneficiary to demand payment.
ļ	of fees including, but not limited to, points, processing fees, and appraisal fe	acces a condition to the transfer of the	Property, Buyer agrees to pay such fees up to a
l	of fees including, but not limited to, points, processing rees, and appraisance	Note	
İ	maximum of 1.5% of the unpaid principal balance of the applicable Existing	+40te.	
	4. Deposits.		
	4, Deposits.		delivered by Broker to Escrow Holder within 2 or
	4.1 Buyer has delivered to Broker a check in the sum of	, payable to Escrow Holder, to be	denvered by broker to Escrow Holder Mann 2 or
	business days after both Parties have executed this Agreemen	t and the executed Agreement has bee	en delivered to Escrow Holder, or within 2 or
	business days after both Parties have executed this Agreemen	it and the executed Agreement has bee	all delibered to exclude upider policy arises contained
	Escrow Holder a check in the sum of \$100,000.00 . If said check	is not received by Escrow Holder with	in said time period then Seller may elect to
	unilaterally terminate this transaction by giving written notice of such election	on to Eccrow Holder whereupon neithe	or Party shall have any further liability to the other
	unilaterally terminate this transaction by giving written notice or such election	off to escrow holder whereupon herdic	or funds shall upon request by Buyer, be promptly
	unilaterally terminate this transaction by giving written notice of such election under this Agreement. Should Buyer and Seller not enter into an agreement	it for purchase and sale, buyer selective	or turies situally approved a series and a s
	returned to Buyer.		
ı	4.2 Additional deposits:		dditional sum ofto be applied to the
1	(a) Within 5 business days after the Date of Agreement, Buyer	shall deposit with Escrow Holder the a	dditional sum of
ı			
ı	(h) Within 5 husiness days after the contingencies discussed in	r paragraph 9.1 (a) through (m) are app	roved or waived, Buyer shall deposit with Escrow
ı	and the second section of the section of the second section of the section of the second section of the section of th	rice at the Closing	
Ì		talete also share posicion provided then Se	eller may notify Buyer, Escrow Holder, and Brokers, in-
	(c) If an Additional Deposit is not received by Escrow Holder W writing that, unless the Additional Deposit is received by Escrow Holder wit	hin 2 husiness days following said notic	e, the Escrow shall be deemed terminated without
	writing that, unless the Additional Deposit is received by Escrow Hower-And	The same of the sa	7
	further notice or instructions.	- numericant to page graphs A 1 and A 2 fc	allectively the "Deposit"), in a State or Federally
	4.3 Escrow Holder shall deposit the funds deposited with it by Buyer	r pursuant to paragraphs 4.1 and 4.2 (co	ants of this transaction. The interest therefrom shall
	chartered bank in an interest bearing account whose term is appropriate an	id consistent with the tining requirement	and sold instrument is redeemed prior to its
	the transfer of Dancer who haroby acknowledges that there may be	e nenalnes or interest foriellules il tile	applicable list union is redecined prior to the
	specified maturity. Buyer's Federal Tax Identification Number is	NOTE: Such interest bearing account	int cannot be opened until Buyer's Federal lax
	and the same of th		
	the state of the state of the foregoing within 5 days after Escrow Holde	er receives the monies described in par	agraph 4.1 above, Escrow Holder shall release \$100
	contribution for Seller's expendent consideration for Seller's ex	vecution of this Agreement and the gra	Iffilig of the Contingency period to payer as herem
	provided. Such independent consideration is non-refundable to Buyer but s	shall be credited to the Purchase Price	in the event that the purchase of the Property is
	1. 1		
	completed. 4.5 Upon waiver of all of Buyer's contingencies the Deposit shall be	come non-refundable but applicable to	the Purchase Price except in the event of a Seller
	breach, or in the event that the Escrow is terminated pursuant to the provis	cions of Paragraph 9 1/n) (Destruction.	Damage or Loss) or 9.1(o) (Material Change).
	breach, or in the event that the Escrow is terminated pursuant to the provis	Storis of Paragraphs 3.1(ii) (Described	
	5. Financing Contingency. (Strike if not applicable)		
	at the state of th	company, financial institution or other	lender, a commitment to lend to Buyer a sum equal
	or full by the police as to see a ground blo to Bu	INDER SUCH INDER L'INDER LOGIC SOURCE	THE THE PART OF THE PARTY OF TH
	Property. If this Agreement provides for Seller to carry back junior financin	than Callar shall have the right to an	prove the terms of the New Loan, Seller shall have 7
	Property. If this Agreement provides for Seller to Carry Dack Junior Imaterial days following receipt of the commitment setting forth the proposed terms	- fab a New Loan to approve or disapp	rove of such proposed terms. If Seller fails to notify
	days following receipt of the commitment setting forth the proposed terms	Of the New Loan to approve or or approve	proved the terms of the New Loan
	Escrow Holder, in writing, of the disapproval within said 7 days it shall be or	onclusively presumed that select has as	- U - in the Date of Agreement that the New Loan
	5.2 If Buyer shall fail to notify its Broker, Escrow Holder and Seller,	in writing within days 1	cllowing the Date of Agreement, that the New Your
		oither obtained said New Loan or bas I	waived this New Loan contrigency-
		ng within the time checified in haragra	DI 3.2-Heieut, that Duyer has mot abcome a sono in
	5.3 It Buyer shall notify its Broker, its row notice and select, in which Loan, this Agreement shall be terminated, and Buyer shall be entitled to the	e promot return of the Deposit, plus ar	ry interest earned thereon, less only Escrow Holder
	and Title Company cancellation fees and costs, which Buyer shall pay.		
	and Hile Company cancenation less shu tosts, tanion sure. Sharipar,		
	6. Soller Financing. (Purchase Money Note). (Strike if not applicable)		
	and the state of the Dure	chase Money Note shall provide for int	erest on unpaid principal at the rate of
	T	ha Burchase Maney Note and Purchase	Money Deed of Trust shall be on the current forms
	6.1 If Seller approves Buyer's financials (see paragraph 6.3) the Purious Sper annum, with principal and interest paid as follows: . To commonly used by Escrew Holder, and be junior and subordinate only to the second s	he Evisting Notals) and les the New Los	n everessly called for by this Agreement.
	commonly used by Escrow Holder, and be junior and subordinate only to to	ne existing Note(s) and/or the new Esc	g the following (see also paragraph 10.3/b)):
	6.2 The Purchase Money Note and/or the Purchase Money Deed of	I Trust shall contain provisions regarded	tion of the Ruyer
	(a) Prepayment, Principal may be prepaid in Whole or in part	at any time without penalty, at the op	act or other charges not made within 10 days after
	(b) Late Charge. A late charge of 6% shall be payable with res	spect to any payment or principal, inter	est, Of Other Charges, Institute Treatment of Superintendent
	it is due-		u u c-ll
	(c) Due On Sale. In the event the Buyer sells or transfers title	to the Property or any portion thereof	, then the Seller may, at seller a option, regard the
	c 2 15 the Burchage Manny Dood of Trust is to be subordinate to oth	ner financing, Escrow Holder shall, at Bi	uyer's expense prepare and record on sensi s benan a
		dood of truct to which it will be support	naro.
	frequest for notice of default and/or sale with regard to each mortgage of the 6.4 WARNING: CALLEORNIA LAW DOES NOT ALLOW DEFICIENCY !!	UDGEMENTS ON SELLER FINANCING. I	E BUYER ULTIMATELY DEFAULTS ON THE LOAN,
	AND THE DESCRIPTION OF THE PROPERTY OF THE PROPERTY		
		r's reasonable approval of Buyer's finar	ocial condition. Buyer to provide a current financial
	the first state of the fact the last 3 years to Sollar	ruithin 10 days following the Uate OFA	Stepulation sensities to days to no sens to the
		royal of this contingency within said the	16 DELLOG IT SHRIP TO COLUMN C
		IOC'S TINONOSIA CONOSTRON OF IL PUNITE SAIN	Contract the second of the sec
	has approved Buyer's financial condition. If Saller is not sausiled with buy you has if you have a superior of the sausiled with the sausi	the and Buyer shall have the ontion w	ithin 10 days of the receipt of such notice, to either
	erminate this transaction or to purchase the Property without Seller finar	noing If Buyer fails to notify Escrey Ho	lder within said time period of its election to
	terminate this transaction or to purchase the Property Without Seller Than	Herrigoria Durger 1815 to 110th y Escription 140	
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terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

Buyer's Deposit Shall be returned less true dampan, and ex-	,
The second section is a second section of the second section of the second section is a second section of the second section of the second section is a second section of the section of the second section of the section of the second section of the section o	garding Real Estate Agency Relationship, confirms and consents to the following agency relationships in ers") and/or their agents ("Agent(s)"):
Seller's Brokerage Firm Meridian Commerc	ial Properties License No. 00943769 is the broker of (check one): the Seller;
	00943769 is (check one): the Seller's Agent (salesperson or broker associate); or both
	1 Real Estate License No. 01219637 is the broker of (check one): $$ the Buyer;
or both the Buyer and Seller (dual agent).	o. <u>01485640</u> is (check one): the Buyer's Agent (salesperson or broker associate); or
both the Buyer's Agent and the Seller's Agent (dual agent). The Parties acknowledge that other than the Brokers and Ag commissions under this Agreement. Buyer shall use the sen the Property for a period of 1 year from the date inserted fo 7.2 Buyer and Seller each represent and warrant to ti with the negotiation of this Agreement and/or the consumm paragraph 7.1, and no broker, agent or other person, firm or	nts listed above, there are no other brokers or agents representing the Parties or due any fees and/or ces of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to reference purposes at the top of page 1. e other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection ation of the purchase and sale contemplated herein, other than the Brokers and Agents named in centity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection ich Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other compensation, commission or charges which may be claimed by any broker, agent, finder or other similar
8. Escrow and Closing. 8.1 Upon acceptance hereof by Seller, this Agreemer of purchase and sale between Buyer and Seller, but also inst shall not prepare any further escrow instructions restating or the Country of the Country Secret Holder may	, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement uctions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to owever, include its standard general escrow provisions. In the event that there is any conflict between ditional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow
paragraphs 1.2 and 20.2 and advise the Parties and Brokers, 8.3 Escrow Holder is hereby authorized and instructe the community in which Escrow Holder is located, including the state where the Property is located and the law of the s' 8.4 Subject to satisfaction of the contingencies herei grant deed in California) and the other documents required 8.5 Buyer and Seller shall each pay one-half of the Estaxes. Seller shall pay the premium for a standard coverage	ment and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in n writing, of the date ascertained. It to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the where the Escrow Holder is located, the law of the state where the Property is located shall prevail. described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a to be recorded, and by disbursing the funds and documents in accordance with this Agreement. Shall provide the usual recording fees and any required documentary transferowner's or joint protection policy of title insurance. (See also paragraph 11.) Ingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 1, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not
instructions to Escrow Holder. 8.7 If this transaction is terminated for non-satisfact matter subject to Buyer's approval, then neither of the Part any affirmative covenant or warranty in this Agreement. In refunded all funds deposited by Buyer with Escrow Holder, fees and costs, all of which shall be Buyer's obligation. If th Company and Escrow Holder cancellation fees and costs. 8.8 The Closing shall occur on the Expected Closing does not occur by the Expected Closing Date and said Date notify the other Party, Escrow Holder, and Brokers, in writing the contractions of the party	on and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other ces shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly ess only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation stransaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title eate, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed
8.9 Except as otherwise provided herein, the termin costs or constitute a waiver, release or discharge of any bre warranties contained therein.	ition of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and ch or default that has occurred in the performance of the obligations, agreements, covenants or than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 ies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other simila
9. Contingencies to Closing. 9.1 The Closing of this transaction is contingent upon the Closing OF THE DISAPPROVAL OF ANY OF SAID CONTINUED TO THE CONTINUED OF THE CONTINUED TO THE CONTINUE TO THE	the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, NGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER er's conditional approval shall constitute disapproval, unless provision is made by the Seller within the proval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer
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1	scrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) hrough (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided. (a) Disclosure, Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled
1	(a) — Disclosure. Seller Shair Hake to Buyer, through East on your completed Property Information Sheet ("Property Information Sheet") concerning the Property, Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, luly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within five (5)10 or
4	July executed by or on behalf of Seller in the current form or equivalent to that published by the Mit Whiter (5) to be a garage of the control of the contr
4	(b) Physical Inspection. Buyer has 10 or sixty (60), days following the receipt of the Property Information Sheet or the Date of Agreement,
	(b) Physical Inspection. Buyer has 10 or STXLY (80) days following the Property. Buyer has 60 days following the Date of Agreement to
1	whichever is later, to satisfy itself with regard to the physical aspects and size of the Property. Buyer has no days following the Date of Agreement of
	satisfy itself with regard to the physical aspects and size of the Property, including but not limited to the suitability of the Property for
	Buyer's purpose. (c) Hazardous Substance Conditions Report. Buyer has 30 or sixty (60) days following the receipt of the Property Information Sheet or the
	(c) Hazardous Substance Conditions Report. Buyer has 30 of STACY (00) days following days following that Purple obtain a Hazardous
	Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous
	substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for burposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal,
	burposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or cheek, reliable to substance condition. For purposes of this Agreement is defined as any substance Condition. For purposes of this Agreement is defined as any substance Condition. For purposes of the condition
	his Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal
ı	in sagreement is defined as the existence on, indee of relevantly adjacent to the Property of a regular data data that remediation is necessary, Buyer may under applicable Federal, state or local law. In the event that a Phase II environmental survey is required and finds that remediation is necessary, Buyer may
1	panel this Agreement at any time prior to the expiration of the Initial Contingency Period (or as it may be extended). In the event of such cancellation,
	Buyer shall be entitled to a refund of the Deposit. Seller shall not be obligated to perform or bear the financial burden of any remediation work should
	any such work he required.
ı	(d) Soil Inspection, Buyer has 30 or Sixty (60) days following the receipt of the Property Information Sheet or the Date of Agreement,
•	whichever is later to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report
	shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.
	(e) Governmental Approvals. Buyer has 30 or sixty (60) days following the Date of Agreement to satisfy itself with regard to approvals and
	permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in
	connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety,
ı	ire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.
	(1) Environmental Review. Before Buyer can commit to purchase the Property, Buyer must comply with the requirements of the California
l	Environmental Quality Act ("CEQA"). This involves an analysis of the environmental consequences of the purchase of the Property, preparation and
ŀ	circulation of a document certifying the results of the analysis and the certification of the document at a public hearing (if applicable), and expiration of the time period for the filing of a legal challenge. As a condition to the Close of Escrow, Buyer shall have completed its CEQA analysis of the proposed
l	the time period for the fining of a legal challenge. As a condition to the close of escrow, Buyer shall have completed to engineer the end of the Contingency Period (as may be extended).
l	(a) Board of Supervisors Approval. The Close of Escrow is expressly made contingent upon the County Board of Supervisor's authorization to
ı	weive continuously and approval of the purchase of the Property at an open and public hearing upon proper legal notice, after completion of analysis
l	under CEOA and a report from the appropriate planning agency on consistency of the purchase with the planning agency's general plan. Duyer retains
l	full and sole discretion to approve or disapprove the purchase for any reason, or without reason. Notwithstanding any provisions to the contrary, if the
	County Board of Supervisors takes no action within the Contingency Period (as may be extended), it shall be deemed to have disapproved the purchase
l	and Buyer may terminate this Agreement by delivering written notice thereof to Seller. (f) Conditions of Title. Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the
	(t) Conditions of ritle. Escrow Holder shall cause a Correct Commitment for the Institute of the Institute o
1	the location of any easements to be delivered to Buyer within 10 or days following the Date of Agreement. Buyer has 10 days from the receipt of the
١	Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. Buyer has twenty (20) days from the receipt
ı	of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title, and notify Selier in writing of
ı	ony title exceptions that are not satisfactory to Ruyer in its sole and absolute discretion ("Title Objections"). Seller has (10) calendar days after receipt of
	Puvor's notice of Title Objections to deliver written notice to Buyer that Seller has agreed to: (a) cause the Title Objections to be deleted from the
1	preliminary title report, or (b) cause the title insurer to expressly waive or insure over such Title Objections at or prior to the Close of Escrow. If Seller
l	fails to deliver said notice to Buyer or in said notice elects not to cause all of the Title Objections to be removed, waived, or insured over, then Buyer may by written notice to Seller choose at Buyer's sole discretion to terminate this Agreement or take title subject to any Title Objections that have not been
ļ	removed, waived, or insured over. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the
ı	Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such
	disapproved monetary encumbrance at or before the Closing.
ı	(g) Survey. Buyer has 30 or sixty (60) days following the Date of Agreement receipt of the Title Commitment and Underlying
	Decuments to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an
ı	owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles,
	structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If
	Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALIA
	extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.
	(h) Existing Leases and Tenancy Statements. Seller shall within 10 or days following the Date of Agreement provide both Buyer and Escrov
	Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement
	("Estangel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall
	use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall
١	complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 sixty (60) days from the Date of Agreement-receipt of said Existing Leases and
١	Estangel Cortificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.
ı	(i) Owner's Association. Seller shall within 10 or days following the Date of Agreement provide. Buyer with a statement and transfer
	package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of
	package from any burder's association servicing the respect of such documents to satisfy itself with regard to the association incomposition, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.
	(j) Other Agreements. Seller shall within 10 or days following the Date of Agreement provide Buyer with legible copies of all other
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	to a sixty (60) days from the receipt of said Other Agreements
	after Closing. Buyer has 40 sixty (60) days from the receipt of said Other Agreements
I be a second to the second and the second to the second contract to	ingency has not been stricken, the satisfaction or waiver of such New Loan contingency.
the state of the control of the cont	- shall within 10 or days tollowing the Large of the entering provide buyer
	seemants (collectively "Loan Uncuments") To write History Will Street
days of the second of the seco	ollowing the receipt of the international personal designation of the control of
the result to such financing. Purpor's obligation to close is conditioned upon	Suyer being able to purchase the Property without acceleration or change in the terms
	to Money Note then Seller Shall-Within 20 01
telefred to iti paragraphi are receir careful to proposed Purchase Money Note:	and Purchase Money Deed of Trust. Buyer has 10 ordays following the
Agreement provide Buyer with a copy of the proposed to the form and content	thereof.
receipt of such documents to satisfy itself with regard to the form and content	included in the Durchase Price. Buver has 10 or days following the Date of
(m) Personal Property. In the event that any personal property is	roperty. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be
Agreement to satisfy itself with regard to the title condition of such personal p	es affecting such personal property that it is aware of within 10 or days
paid for by Buyer. Seller shall provide Buyer copies of any liens of encumbrance	es affecting such personal property was a
following the Date of Agreement.	ement and prior to Closing there shall not have occurred a destruction of, or damage or
	would cost more than STUTBILLIU (Cleball of Cure. It the cost of repair of cure.)
against the Purchase Price. If the cost to repair of core is more than \$15,000 in	ng, Escrow Holder shall assume no such destruction, damage or loss has occurred prior
to Closing. (a) Metasial Change, Ruyer shall have 10 days following receipt (of written notice of a Material Change within which to satisfy itself with regard to such
was a state to the state of the standard advance change in the US	occupancy, tenants, title, or condition of the Property that become after the own
(a) Caller Performance. The delivery of all documents and the du	e performance by Seller of each and every undertaking and agreement to be performed
	as is specified in this Agreement or later written instructions to Escrow Holder executed
	A Doldor that Brokers are a film bally belieficially of this Agreement insolor as the
Brokerage Fee is concerned, and that no change shall be made with respect to	the payment of the Brokerage Fee specified in this Agreement, without the written
· _ ·	
9.2 All of the contingencies specified in subparagraphs (a) through (m)	of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be
	or's approval is disapproved as provided for herein in a timely manner ("Disapproved
would expire on a date after the Expected Closing Date, the Expected Closing	Date shall be deemed extended for 3 business days following the expiration of: (a) the
applicable contingency period(s), (b) the period within which the Seller may e	elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within
which Buyer may elect to proceed with this transaction, whichever is later.	gislation establish broad liability upon owners and/or users of real property for the
technical and legal experts with respect to the possible presence of ribbards	o. The Parties hereby assume all responsibility for the impact of such Hazardous
Substances upon their respective interests herein.	,
Documents and Other Items Required at or Before Closing.	and provide
10.1 Five days prior to the Closing date Escrow Holder shall obtain an t	pdated Title Commitment concerning the Property from the Title Company and provide
copies thereof to each of the Parties.	
40.2 Calles shall deliver to Escrow Holder in time for delivery to Buyer i	at the Closing:
DS (a) Grant or general warranty deed, duly executed and in record	papie form, conveying fee title to the moperty to odyon
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- (b) If applicable, the Beneficiary Statements concerning Existing Note(s).
- (c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.
- (d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
 - If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
 - (g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property. 10.3 Buyer shall deliver to Seller through Escrow:
- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
- (b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.
 - (c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.
 - Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
 - If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes. (e)
 - If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.
- 10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

- 11.1 Taxes. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.
- 11.2 Insurance. WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.
- 11.3 Rentals, Interest and Expenses. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.
 - 11.4 Security Deposit. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.
- 11.5 Post Closing Matters. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.
- 11.6 Variations in Existing Note Balances. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.
- 11.7 Variations in New Loan Balance. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.
- 11.8 Owner's Association Fees. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

- 12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:
- (a) Authority of Seller. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.
- (b) Maintenance During Escrow and Equipment Condition At Closing. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.
- (c) Hazardous Substances/Storage Tanks. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.
- (d) Compliance. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable equired, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was

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Last Edited: 12/9/2022 7:06 PM Page 6 of 11 maintenance or improvement be performed on the Property.

- (e) Changes in Agreements. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.
- (f) Possessory Rights. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.
 - (g) Mechanics' Liens. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.
- (h) Actions, Suits or Proceedings. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.
- (i) Notice of Changes. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.
- No Tenant Bankruptcy Proceedings. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency (j) proceeding.
 - No Seller Bankruptcy Proceedings. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- Personal Property. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer. **(II)**
- 12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.
- 12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or
- 12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

- 17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
- 17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage-Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation. with respect to liquidated or other damages.

18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

99.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission,

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Last Edited: 12/9/2022 7:06 PM Page 7 of 11 electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. 19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons

to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Placerville, CA on the date of <u>January 30</u>, 2022, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties). THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$100,000.00 . UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

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Buyer's Initials	Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD, JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES"

PROVISION TO NEUTRAL ARBITRATION.			ac ac	
	Buyer's Initials	Se	eller's Initials	

23. Miscellaneous.

23.1 Binding Effect. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement. THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE

— 28.5 Waiver of Jury Tria	II. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE K	GHIS TO TRIAL BITTO
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PROPERTY OR ARISING OUT OF THIS AGREEMENT.

- 23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.
- 23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.
 - 23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

Disclosures Regarding The Nature of a Real Estate Agency Relationship.

- 24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.
- 24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:
- (a) Seller's Agent. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- Buyer's Agent. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) To the Buyer and the Seller: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.
- (c) Agent Representing Both Seller and Buyer. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) in a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.
- (d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.
- 24.3 Confidential Information. Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.
- 25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

 26. Additional Provisions. Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 3. 36	1 through
_	
28. County of El Dorado Planning Commission. Buyer is legally required to proposed purchase to the County of El Dorado Planning Commission via a regischeduled planning commission meeting. Buyer shall use its best efforts to County of El Dorado Planning Commission's earliest possible planning comming commission's earliest possible planning comming to the county of El Dorado Planning Commission's earliest possible planning comming the commission was not occurred by the sixties of the county of El Dorado Planning Commission's earliest possible planning commission.	present at the ssion meeting.

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Last Edited: 12/9/2022 7:06 PM Page 9 of 11 of Buyer's Contingency Period, unless such delay is caused by the acts or omissions of Buyer, Buyer's contingency period shall be extended day-for-day until the presentation/meeting has taken place. In no event shall such extension be more than fifteen (15) days.

29. Board of Supervisors Approval. Notwithstanding any provision of this Agreement to the contrary, close of escrow is expressly made contingent upon the Board of Supervisors' approval of the purchase of the Property at an open and public hearing upon proper legal notice, after completion of analysis under the California Environmental Quality Act and a report from the Planning Commission on consistency of the purchase with the General Plan. The Board retains full discretion to approve or disapprove the purchase for any reason, or without reason. If the Board of Supervisors takes no action within the contingency period, it shall be deemed to have disapproved the purchase. Buyer will notify Seller in writing of the Board's chosen action.

30. County Contract Administrator. The County officer or employee with responsibility for administering this Agreement is Laura Schwartz, or successor.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

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- THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY. 1.
- IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

	Date:
BROKER	BUYER
Turton Commercial Real Estate	The County of El Dorado, a political subdivision of the State of California
Attn: Scott Kingston Title: Senior Vice President Address: 2131 Capitol Avenue, Suite 100.	By: Name Printed: Title:
Sacramento, CA 95816 Phone: 916.612.5314 Fax: Email: scottkingston@turtoncom.com	Phone: Fax: Email:
Federal ID No.: Broker DRE License #: 01219637 Agent DRE License #: 01485640	By: Name Printed: Title: Phone: Fax: Email:
	Address: Federal ID No.:
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27.1 Seller accepts the foregoing offer to purchase the Property and hereby ag 27.2 In consideration of real estate brokerage service rendered by Brokers, Sel 4 . 0 % of the Purchase Price to be divided between the Brokers as follows: Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Bro Closing. 27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to discovered the property and hereby ag 27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to discovered the property and hereby ag 27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to discovered the property and hereby ag 27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to discovered the property and hereby ag 27.2 has a property agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokers and the property agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokers and the property agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokers and the property agreement shall serve as a property agreement shall be a property agreement agreement ag	okerage Fee to Brokers out of the proceeds accruing to the account of Seller at the
NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYE	R BY SELLER UNDER THIS AGREEMENT.
	Date:
BROKER	SELLER
Meridian Commercial Properties Attn: Doug Barnett Title: President Address: 4821 Golden Foothill Parkway, #200 El Dorado Hills, CA 95762 Phone: 916.813.1229	By: Manager Phone: Eax: Email: alan.carlton@carltonllc.net
Email: doug@meridiancp.net Federal ID No.: Broker DRE License #: 00943769 Agent's DRE License #: 00943769	By: Name Printed: Title: Phone: Fax: Email: Address: Federal ID No.:

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

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

forth above.

BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

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

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

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

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

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OK A SEPARATE PAGE).	
✓ Buyer Seller Lessor Lessee	Date:
Duyer Selici School Selici Sel	
Buyer Seller Lessor Lessee	Date:
Enver Seller Cesson Cesson Cesson	
Agent: Turton Commercial Real Estate DRELic.#: 01219637	
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By: State DRE Lic. #: 01485640 Date: 12/13/202	22
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

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

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

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

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

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2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a seller's agent prior to or coincident with the execution of that contract by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller and the seller. This relationships are the seller's agent prior to or coincident with the execution of that contract by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. This relationships a
(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2078 19 (Pengaled pursuant to AB-1289, 2017-18 California Legislative session)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agenc relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to an compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship. 2074.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

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

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

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

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

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SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

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

BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

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AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

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

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Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SPRAMMETANGE)

THE PORTIO	NS OF THE CIVI	L CODE PRINTE	D ON THE BACK	(OR A SEPARATETAGE).	12 /14 /2022
Buyer	Seller	Lessor	Lessee	Alan Carlton	
I Buyer	Seller	Lessor	Lessee		Date:
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

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

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

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

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

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller's agent, the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller's agent whether the seller's agent is acting in the real property transaction as the seller's agent as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a seller's agent, or as a dual agent representing both the buyer and seller's agent prior to or coincident with the execution of that contract by the seller seller's agent writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. [C] CONFIRMATION: The following agency relationships are confirmed for this transaction. Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number Is the broker of (check one): □ the seller; or □ both the buyer and seller. (dual agent) Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number Is (check one): □ the Seller's Agent. (salesperson or broker associate); or □ both the Buyer's Agent and the Seller's Agent. (dual agent) Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number Is the broker of (check one): □ the buyer; or □ both the buyer and seller. (dual agent) Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number Is (check one): □ the Buyer's Agent. (salesperson or broker associate); or □ both the Buyer's Agent and the Seller's Agent. (dual agent) (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure
(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by obtaining the disclosures and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079 18 (Repealed pursuant to AR-1289, 2017-18 California Legislative session)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agent relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to an compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be

2074.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

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

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

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

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ADDENDUM

TO

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

This Addendum (this "Addendum") is attached to and made a part of the STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE dated December 8, 2022 by and between the undersigned Seller and Buyer (the "AIR Agreement"). The AIR Agreement, as modified by this Addendum, is referred to herein as the "Agreement".

Defined terms used in this Addendum shall have the meanings set forth in the attached AIR Agreement unless otherwise indicated herein. In the event of any inconsistency or conflict between the terms and provisions of this Addendum and/or the terms and provisions of the AIR Agreement, the terms and provisions of this Addendum shall prevail.

Option to Extend. Buyer shall have one (1) thirty (30) day option(s) to extend its Contingency Period ("Option to Extend"). Buyer shall exercise such Option to Extend by giving written notice to Seller no later than three (3) business days prior to the expiration of the Contingency Period. In the event Buyer timely exercises the Option to Extend, Buyer shall simultaneously instruct Escrow Holder in writing to release twenty-five thousand and no/100 dollars (\$25,000.00) of Buyer's initial deposit to Seller as adequate consideration for the granting of the Option to Extend (the "Extension Consideration"). The Extension Consideration shall immediately become non-refundable, but shall be applicable to the payment of the Purchase Price upon the Closing of Escrow. For avoidance of doubt, if the Board of Supervisors disapprove (or are deemed to have disapproved) the purchase of the Property after Buyer's exercise of the Option to Extend, the Extension Consideration shall remain forfeited by buyer to Seller and non-refundable to Buyer.

32. <u>Closing Costs</u>.

- (a) Seller shall pay: (i) the premium for the ALTA Standard Owner's Title Policy, and (ii) one-half (1/2) of any Escrow fees, document preparation costs, and recording fees and other related closing costs not related to any endorsements requested by Buyer;
- (b) Buyer shall pay: (i) the incremental cost of obtaining an ALTA Extended Coverage policy if requested by Buyer, and the cost of any survey necessary therefor, (ii) any endorsements requested by Buyer; and (iii) one-half (1/2) of any Escrow fees, document preparation costs, and recording fees and other related closing costs;
- (c) There shall be no transfer or similar taxes imposed on the deed by reason of the acquisition of the Property by the County pursuant to R&T Code Section 11922; and

- (d) Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Buyer or Seller under the Agreement shall be apportioned in the manner customary in the County of El Dorado.
- 33. <u>Notices</u>. In addition to the other means of delivering communications under Section 19, communications shall be conclusively deemed to have been delivered upon receipt when sent by email to the other party provided that communications given by email shall not be effective unless the receiving party confirms receipt of the email transmission. Additionally, communications to Buyer under Section 19 shall also be sent to:

Clemons & Jaquish Attn: Timothy C. Clemons, Esq. P.O. Box 7047 Carmel, CA 93921 Telephone: (916) 939-3939

Email: tim@clemlaw.net

with copy to:

Meridian Commercial Properties Attn: Douglas Barnett 4821 Golden Foothill Parkway, #200 El Dorado Hills, CA 95762 Telephone: 916-813-1229 E-Mail: doug@meridiancp.net

- 34. <u>Delivery of Documents and Materials</u>. Within five (5) days following the Date of Agreement, Seller shall deliver or make available to Buyer (to the extent in Seller's possession or control), the following documents and materials (the "Documents and Materials"):
 - Copy of leases with GDH Engineering; and El Dorado County (the "Leases");
 - Copy of architectural drawings;
 - Copies of 2021 and YTD 2022 of operating expenses of the Property; and
 - Copies of existing service contracts pertaining to the Property (roof, HVAC, and misc.)
- 35. <u>Assignment of Leases</u>. Seller and Buyer shall deliver the fully executed Assignment of Leases ("Assignment of Leases"), substantially in the form attached hereto as <u>Exhibit A</u>, to Escrow Holder on or prior to the Close of Escrow, which Assignment of Leases assigns/transfers all of Seller's right, title and interest in and to the Leases and any applicable security deposits on the Close of Escrow.

36. Counterparts. The AIR Agreement and this Addendum (collectively, the "Documents") may be executed in any number of counterparts, each of which shall be effective only upon delivery, including delivery by facsimile, Portable Document Format (pdf) email transmission and/or any electronic signature transmission format, and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page(s). Any signature page of the Documents may be detached from any counterpart of the Documents without impairing the legal effect of any signatures thereon and may be attached to another counterpart of the Documents identical in form hereto but having attached to it one or more additional signature pages. Signatures transmitted via facsimile, e-mail and/or by any electronic signature format as defined under the US Federal ESIGN Act (ex. DocuSign, HelloSign, Adobe Sign, and the like) shall be considered original, authentic and binding, and each party waives the right to assert that such copies fail to comply with the Best/Secondary Evidence Rule in any legal forum.

[no further text on this page; signature page(s) follow]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

Buyer:	Seller:
The County of El Dorado, a political subdivision of the State of California	Carlton Commercial Properties, LLC, a California limited liability company
By:	By: llan (artion Alan Carlton, Manager
Name:	Date: 12/14/2022
Title:	
Date:	

EXHIBIT A

ASSIGNMENT OF LEASES [form]

THIS ASSIGNMENT OF LEASES ("Assignment") is deemed made and entered into as of the Effective Date (defined below) by and between ("Assignor"), and ("Assignee").
RECITALS:
A. Assignor and Assignee entered into that certain Agreement of Purchase and Sale and Initial Escrow Instructions dated as of, 2022 ("Agreement"), whereby Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain Property located in El Dorado County, California, as more fully described in the Agreement. Capitalized terms defined in the Agreement shall have the same meaning in this Assignment.
B. The Agreement obligates Assignor to assign, to the extent assignable, to Assignee the Leases related to the Property as described in <u>Schedule 1</u> attached hereto.
C. By Grant Deed to be recorded in the Official Records El Dorado County, California, Assignor will convey the Property to Assignee. The "Effective Date" of this Assignment shall be the date of recording of said Grant Deed.
AGREEMENT:

NOW, THEREFORE, in consideration of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Assignment and Acceptance</u>.
 - a. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all right, title and interest of Assignor, as landlord or otherwise, in the Leases.
 - b. Assignee hereby accepts and agrees to perform all of the terms, covenants and conditions of the Leases on the part of the landlord therein required to be performed from and after the Close of Escrow, as defined in the Agreement (but not prior thereto, which shall remain the obligation and responsibilities of Assignor), including, but not limited to, the obligation to repay in accordance with the terms of the Leases to the Tenants thereunder security and other deposits, but only to the extent such deposits have been delivered or otherwise credited or transferred to Assignee.
- 2. <u>Assignor's Representations and Warranties</u>. Assignor warrants and represents to Assignee that:

- a. Assignor has not executed or otherwise entered into any other leases, tenancies, rental agreements, occupancy agreements or other agreements with respect to rights affecting possession of the Property or any portion thereof; and that there are no such agreements executed or otherwise entered into by any third party.
- b. The Leases are in full force and effect and there is no default with respect thereto on the part of Assignor as landlord, and, to the best knowledge of Assignor, on the part of the Tenants, and there exists no condition that with the passage of time or the giving of notice or both would constitute such a default by Assignor, or, to the best knowledge of Assignor, would constitute such a default by the Tenants.
- 3. Governing Law. This Assignment and all other instruments referred to herein shall be governed by, and shall be construed in accordance with, the laws of the State of California.
- 4. <u>Successors and Assigns</u>. This Assignment and the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of Assignor and Assignee.
- 5. <u>Survival</u>. The terms and conditions of this Assignment shall survive the Close of Escrow.
- 6. Indemnification. Assignee agrees to indemnify, defend (with counsel satisfactory to Assignor) and hold Assignor, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all litigation, loss cost, damage, claim, demand, expense or liability whatsoever (including without limitation), reasonable attorneys' fees, charges and costs) (collectively, "Damages") incurred by Assignor as a result of any claim arising under any of the Leases and based upon events occurring after the Close of Escrow. Assignor agrees to indemnify, defend (with counsel satisfactory to Assignee) and hold Assignee, its partners, officers, directors, shareholders, trustees, employees and agents harmless from and against any and all Damages incurred by Assignee as a result of any claim arising under any of the Leases and based upon events occurring before the Close of Escrow.
- 7. Counterparts. This document may be executed in any number of counterparts, each of which shall be effective only upon delivery, including delivery by facsimile, Portable Document Format (pdf) email transmission and/or any electronic signature transmission format, and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this document may be detached from any counterpart of this document without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this document identical in form hereto but having attached to it one or more additional signature pages. Signatures transmitted via facsimile, e-mail and/or by any electronic signature format as defined under the US Federal ESIGN Act (ex. DocuSign, HelloSign, Adobe Sign, and the like) shall be considered original, authentic and binding, and each party waives

the right to assert that such copies fail to comply with the Best/Secondary Evidence Rule in any legal forum.

8. <u>Covenants of Further Assurances</u>. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the dates set forth below.

ASSIGNEE:

ASSIGNOR:

Clan Carlton

12/14/2022