

AGREEMENT TO PURCHASE

This Agreement to Purchase is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement to Purchase (“**Signature Page**”) in connection with the public auction conducted on August 10, 2022 on behalf of Seller with respect to certain real estate in Fresno County, California identified for purposes of the auction as Tracts 1, 2 and 3, or in connection with the public auction conducted on August 11, 2022 on behalf of Seller with respect to certain real estate in San Luis Obispo County, California identified for purposes of the auction as Tract 4.

“**Seller**” refers to: (a) West Fresno Holdings, LLC, if this purchase consists of Tract 1; or (b) The Waterford Foundation aka The Waterford Foundation, Inc., if this purchase consists of Tract 2 and/or Tract 3; or (c) West Fresno Holdings, LLC and The Waterford Foundation aka The Waterford Foundation, Inc. (collectively), if this purchase consists of Tract 1 combined with Tract 2 and/or Tract 3; or (d) Assemi Brothers, LLC, if this purchase consists of Tract 4.

The following documents are incorporated herein as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (i) the auction tract map(s) and description(s) included in each bidder’s packet as Exhibit A (“**Exhibit A**”); and (ii) the bid procedures and auction announcements included in each bidder’s packet as Exhibit B (“**Exhibit B**”).

Buyer is executing this Agreement as the high bidder with respect to the particular auction tract(s) designated by the tract number(s) written on the Signature Page and identified by the same tract number(s) in Exhibit A (the “**Purchased Tracts**”, whether one or more).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Property.** In accordance with and subject to the terms of this Agreement, Buyer offers and agrees to purchase from Seller the land comprising the Purchased Tracts (the “**Property**”); *provided, however,* this purchase shall not include (and the term “**Property**” shall not be construed as including) any item or property interest that is excluded according to any other provision of this Agreement. This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.
2. **Purchase Price; Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts plus a Buyer’s Premium equal to six percent (6.0%) of said bid amount. Prior to the Closing, Buyer shall deliver Good Funds to the Escrow Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Escrow Agent.
3. **Earnest Money; Escrow Agent.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (“**Earnest Money**”) payable to the Escrow Agent in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow and applied to the Purchase Price at Closing. “**Escrow Agent**” refers to **Old Republic Title Company, 7451 North Remington Ave. #102, Fresno, CA 93711 (Tel: 559-440-9249).**
4. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements with respect to the conveyance of the Property to Buyer (collectively, the “**Conveyance Requirements**”): (a) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement confirming that, upon satisfaction of the requirements set forth therein, an Owner’s Title Policy will be issued insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception; (b) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of an Owner’s Title Policy, other than a Buyer-Related Requirement; (c) that Seller is able to convey fee simple title to the Property, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Property in accordance with the provisions of this Agreement. “**Liens**” refers to, collectively, any mortgage, deed of trust, collateral assignment of rents, judgment lien and/or other monetary obligation attaching as a lien against the Property other than a lien for Taxes and/or Assessments not yet due and payable. For purposes of this Agreement, the title to the Property shall be deemed sufficient and marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey

the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of a condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 90 days from the later of the effective date of such notice or the targeted closing date stated in Section 14 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

5. **Survey.** A new survey of all or any part(s) of the Property shall be obtained prior to Closing *if and only if*: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained: (i) the survey shall be ordered by Seller or Seller's agent; (ii) the survey shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller; and (iii) the survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be required or obtained unless otherwise agreed by Seller in its sole discretion. The cost of any survey(s) obtained in accordance with the provisions of this Section 5 ("**Section 5 Survey**") shall be shared equally (50:50) by Seller and Buyer. No promise, warranty or authoritative representation is made as to the area or dimensions of the Property or the number of gross or net acres included with the Property. The Purchase Price shall not be subject to adjustment regardless of the area, dimensions or acreage shown in any survey or other record prepared before or after this Agreement.

6. **Preliminary Title Evidence.** The "**Preliminary Title Evidence**" refers to the applicable preliminary title insurance reports prepared by Old Republic Title Company, as identified in the table below, together with copies of the recorded documents listed as exceptions therein (other than deeds of trust which are to be removed at Closing). Buyer acknowledges that the Preliminary Title Evidence has been made available for review by prospective bidders prior to the auction (in printed form and/or via download from the auction website) and at the auction site prior to and during bidding. Buyer agrees to purchase and acquire the Property subject to and notwithstanding all matters affecting the Property that are disclosed, identified or listed in the Preliminary Title Evidence (except Liens, if any).

Preliminary Title Evidence Correlation Table:

Auction Tract:	Preliminary reports prepared by Old Republic Title Co.:	
	Title Co. File No.:	Dated:
1	1421001725-DB	1/31/2022
2	1421002132-CF	7/25/2022
3	1421002133-CF	7/25/2022
4	1421002131-CF	5/26/2022

7. **Final Title Commitment.** As a condition precedent to Buyer's obligation to acquire the Property at Closing, Buyer has the right to receive a commitment, dated after this Agreement, for the issuance of a standard coverage ALTA owner's title insurance policy insuring fee simple title to the surface rights with respect to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception ("**Final Title Commitment**"). Unless otherwise mutually agreed in writing, the Final Title Commitment shall be prepared by the title company that prepared the Preliminary Title Evidence. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to Minerals and/or water rights; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

8. **Owner's Title Policy.** At Closing, Seller shall pay for the cost of issuing a standard coverage ALTA owner's title insurance policy to Buyer in accordance with the Final Title Commitment ("**Owner's Title Policy**"). Seller shall not be responsible for the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements. Subject to the terms and conditions of this Agreement, Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment. Buyer is responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a "**Buyer-Related Requirement**"). Seller shall have no obligation with respect to and Buyer's obligations are not contingent upon the satisfaction of any Buyer-Related Requirement or the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of

the Owner's Title Policy as described in this Agreement. Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

9. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, the title insurance and any survey subject to and notwithstanding the following matters (each a "**Permitted Exception**" and collectively the "**Permitted Exceptions**"): (a) existing roads, public utilities and drains; (b) visible or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible or apparent occupancy or occupancy line; (e) any lien for Taxes and/or Assessments not yet due and payable; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals and/or water rights; (h) any recorded oil and/or gas lease, whether active or not; (i) any rights, agreements, obligations, restrictions and/or regulations pertaining to the use, impoundment, appropriation and/or drainage of water, which are of public record and/or which exist pursuant to any law, ordinance, regulation or rule of any state or local governmental agency, municipality or district; (j) the provisions of this Agreement and any matter disclosed in this Agreement (including the exhibits incorporated herein); (k) easements, conditions, restrictions, reservations and/or other matters (except Liens, if any) appearing of record; and (l) all matters (except Liens, if any) listed, disclosed or identified in the Preliminary Title Evidence, whether or not referring to a recorded instrument.

10. **Delivery of Title.** At Closing, the Property shall be conveyed by Grant Deed (subject to the Permitted Exceptions), to be furnished at Seller's expense.

11. **Delivery of Possession.** The delivery of possession of the Property to Buyer shall be effective upon the completion of Closing, subject to the Permitted Exceptions.

12. **Minerals.** The Property acquired pursuant to this Agreement will include Seller's interest, if any, with respect to Minerals. "**Minerals**" refers to oil, gas and other minerals under the surface of (and/or that may be produced from) the land comprising the Purchased Tracts and all rights appurtenant thereto. No promise, representation or warranty is or will be made as to the existence or value of any Minerals or the nature or extent of Seller's interest therein. Seller has no obligation to provide any title insurance, title opinion or other title evidence with respect to Minerals. The meaning of the term "Property", as used throughout this Agreement, shall be interpreted to exclude any previously-severed interest in Minerals not currently owned by Seller.

13. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property is not contingent upon any post-auction inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

14. **Closing.** The final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Property in accordance with this Agreement ("**Closing**") shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled, by mutual agreement, to be completed on or before September 26, 2022 or as soon as possible after said date upon completion of the Section 5 Survey (if any), the Final Title Commitment and Seller's closing documents. In any event, however, Seller shall have the right to establish a Closing date and (subject only to the satisfaction of the conditions described in Section 13 above) Buyer shall be obligated to close on a date established by Seller and specified in an email or other written notice from Seller or Seller's agent to Buyer or Buyer's agent if such date is: (a) at least 7 days after sending such notice; (b) at least 7 days after completion of the Section 5 Survey (if any) and the Final Title Commitment; and (c) not earlier than September 26, 2022. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of the Escrow Agent. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Buyer and escrow instructions for the Escrow Agent. If it is necessary or appropriate to allocate the Purchase Price between different parcels of real estate to properly document and/or administer the Closing, all parties agree to use an allocation provided by Seller for this purpose.

15. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Liens; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing; (c) one-half of the cost of the Section 5 Survey, if any; (d) the cost of the standard coverage owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed; (f) 100% of county transfer

taxes and 50% of city transfer taxes (if any); (g) any sums due Seller's broker and/or the auction company in connection with this transaction; (h) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (i) any closing expense that is customarily charged to a seller and is not specifically charged to Buyer in this Agreement.

16. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees and/or lender's title examination fees; (b) one-half of the fee charged by the Escrow Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the Section 5 Survey, if any; (d) the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements requested by Buyer or Buyer's lender; (e) 50% of city transfer taxes (if any); (f) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (g) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (h) any other expense that is not allocated to Seller according to the terms of this Agreement.

17. **Real Estate Taxes (Prorated).** General ad valorem real estate taxes assessed or to be assessed against the Property and any special assessments that are billed and paid with such taxes (collectively, "Taxes") shall be prorated and paid as follows: (a) Seller shall pay a portion of the Taxes assessed for the fiscal year in which the Closing occurs ("Current Year Taxes"), being the prorated portion attributed to the period up to and including the day of Closing (and Seller shall pay any balance due for Taxes assessed for any prior period); (b) Buyer shall assume and pay a portion of the Current Year Taxes, being the prorated portion attributed to the period after the day of Closing; and (c) any unpaid Taxes that are ascertainable and payable at the time of Closing shall be collected from the proper party(ies) at Closing and paid directly to the appropriate tax collection office; provided, however, if not ascertainable and payable at the time of Closing, the Current Year Taxes shall be estimated based on 100% of the amount billed for the prior fiscal year and Seller's prorated share of the amount thus estimated shall be paid via credit against the sums due from Buyer at Closing. Buyer shall then assume and pay all Taxes when due after Closing. **AFTER CLOSING, TAXES SHALL NOT BE SUBJECT TO ANY FURTHER SETTLEMENT OR ADJUSTMENT BETWEEN BUYER AND SELLER EVEN THOUGH THE AMOUNT ESTIMATED AT CLOSING MAY VARY FROM THE ACTUAL AMOUNT DUE ONCE THE TAX RATES AND/OR ASSESSMENTS ARE FINALIZED. NOTWITHSTANDING ANY OTHER PROVISION: (i) BUYER SHALL PAY ANY SHORTAGE (OR RETAIN ANY SURPLUS) WITH RESPECT TO THE ESTIMATED AMOUNT CREDITED BY SELLER AT CLOSING; AND (ii) BUYER SHALL PAY ANY SUPPLEMENTAL TAX BILL (OR RECEIVE ANY SUPPLEMENT TAX REFUND) DUE TO A REASSESSMENT OF THE PROPERTY UPON THIS CHANGE OF OWNERSHIP FROM SELLER TO BUYER.**

18. **Special Assessments (Not Prorated).** For purposes of this Agreement, "Assessments" collectively refers to any payments and/or installments due for special assessments and/or bonds that: (a) are or will be payable to the county, a municipality, a governmental agency or any special district created and/or existing pursuant to state law, including any Mello-Roos and/or other Special Assessment District bonds and assessments; (b) have been or will be imposed or assessed against the Property and/or are or will become a lien against the Property; and (c) are not billed and paid with the general real estate taxes. Seller shall pay any Assessments that are or were last payable without a penalty on or before the day of Closing. Buyer shall assume and pay all other Assessments.

19. **Character, Condition and Suitability of Property; AS IS; No Warranties.**

(a) Any description of the Property is for general identification purposes and does not constitute a warranty of any kind. Seller makes no warranty with respect to any aspect of the Property, including, without limitation, the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Buyer's right to recover from Seller and, by proceeding to the Closing, Buyer shall be deemed to the greatest extent allowed by applicable law to have forever released, covenanted not to sue and discharged Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition or any other aspect of the Property. **IN CONNECTION WITH THE FOREGOING, BUYER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:**

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

(b) Buyer's obligations under this Agreement are not contingent upon the results of any post-auction inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to bidding at the auction. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to acquire the Property "AS IS". Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement. **THE PROPERTY IS SOLD "AS IS", WITHOUT ANY WARRANTY OF ANY KIND AS ITS CHARACTER OR CONDITION OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.**

(c) Without limiting the foregoing provisions, Buyer acknowledges and agrees that no promise, representation or warranty is or will be made as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway permit for a driveway entrance); (vi) the availability of water and/or the existence, quality, character and/or legal status of any water rights; (vii) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (viii) the accuracy of any third party reports or materials provided in connection with this Agreement, the auction and/or the marketing of the Property. Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property.

20. **Agency; Sales Fee.** The following agency relationships are hereby confirmed for this transaction:

Seller's Brokerage Firm: Sierra Land Company License Number: BRE#02157307
is the broker of (check one): the Seller both the Buyer and Seller (dual agent)

Seller's Agent: Sarah Donaldson License Number: #01897016
is (check one): the Seller's agent (salesperson or broker associate) both the Buyer's and Seller's agent (dual agent)

Buyer's Brokerage Firm: _____ License Number: _____
is the broker of (check one): the Buyer both the Buyer and Seller (dual agent)

Buyer's Agent: _____ License Number: _____
is (check one): the Buyer's agent (salesperson or broker associate) both the Buyer's and Seller's agent (dual agent)

Schrader Real Estate and Auction Company, Inc. is providing auction services solely on behalf of the Seller. Any commission or fee due Seller's broker and/or the auction company in connection with this transaction shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller, Seller's broker and the auction company from and against any claim of any other broker or person who is or claims to be entitled to any commission, fee or other compensation relating in connection with this transaction as a result of Buyer's dealings with such other broker or person.

21. **Remedies; Buyer Default.** The term "**Buyer Default**" refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) **Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that: (i) in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain; (ii) that 10% of the Purchase Price is fairly proportionate to the loss likely to occur due to a Buyer Default; (iii) this provision for liquidation damages is reasonable under the circumstances existing at the time of this Agreement; and (iv) SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676, AND 1677.**

Initials of Buyer: _____ Initials of Seller: _____

(b) If the foregoing liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay all actual damages and/or consequential damages incurred by Seller in connection with

Buyer's Default (plus expenses and attorney fees), including but not limited to Seller's estimated losses due to: (i) out-of-pocket expenses incurred in connection with the auction and/or anticipated expenses of resale; (ii) market changes after the auction; (iii) diminution in value and/or marketability relating to noncompletion of a public sale; and/or (iv) losses, expenses, lost profits, lost opportunities and/or other consequential damages and/or special damages during Seller's prolonged ownership and operation of the Property.

(c) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy, in addition to any other recovery available under this Agreement and/or by law.

(d) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

22. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 4 above, and not a Seller Default. In the event of a Seller Default, Buyer shall have the right to: (a) demand and receive a full refund of the Earnest Money and, upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; or (b) at Buyer's option, at any time prior to such termination, waive such Seller Default and proceed to the Closing with no reduction in the Purchase Price. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Seller be liable to Buyer for any damages of any kind whatsoever.

23. **Remedies; General.** If this transaction fails to close then, notwithstanding any other provision, Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

24. **Notices.** A notice given to a party under this Agreement shall be in writing and sent to the party's notification address (as provided below) via any overnight delivery service provided by USPS, FedEx or UPS that includes proof of delivery and a legible PDF copy of the notice shall be sent to any email address(es) provided with the party's notification address in this Agreement; *provided, however*, a Closing date notice sent by or on behalf of Seller pursuant to Section 14 above may be sent either: (a) in accordance with the foregoing provisions; or (b) solely by email (with or without a separate writing or attachment). ***A copy of any notice shall be sent via email to sarah.mgc@att.net and luke@schraderauction.com.*** A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o Assemi Group, Attn: Adriana Cave, 1396 W. Herndon Ave, Suite 110, Fresno, CA 93711
With PDF copy/ies via email to: Adriana.Cave@assemigroup.com

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

25. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of

an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

26. **Successors and Assigns.** The provisions of this Agreement shall bind and benefit the parties hereto and their respective successors and assigns; *provided, however*, no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

27. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

28. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. This Agreement to Purchase and all exhibit(s) and/or addendum(s) incorporated herein shall be read and construed together as a harmonious whole. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign[®] shall have the same effect as the delivery of an original signature.

29. **Offer and Acceptance; Acceptance Deadline.** Buyer's high bid constitutes an offer to purchase the Property in accordance with the terms of this Agreement which, if accepted by Seller, as evidenced by Seller's execution and delivery of the Signature Page, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller on or before 5:00 p.m. (PDT) on the day after the auction (**August 11, 2022** for Tracts 1, 2 and/or 3 or **August 12, 2022** for Tract 4). Delivery of the Signature Page with Seller's signature(s) (including delivery via electronic transmission as described above) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

30. **Natural Hazard Disclosure Statements.** A Natural Hazard Disclosure Statement, each dated July 19, 2022, has been prepared by MyNHD, Inc. for each of the auction tracts (collectively, the "**NHD Statements**"). Buyer acknowledges that the NHD Statements have been made available for review by prospective bidders prior to the auction (in printed form and/or via download from the auction website) and at the auction site prior to and during bidding. Buyer agrees to purchase and acquire the Property subject to and notwithstanding all matters affecting the Property that are disclosed, identified or listed in the NHD Statements.

[The remainder of this Agreement to Purchase is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, the parties have designated the particular auction tract(s) purchased by Buyer and the amount of the Purchase Price and Earnest Money for purposes of this Agreement as follows:

Tract(s) _____ comprising approximately _____ (±) total acres of land, more or less, as identified by reference to the same tract number(s) in **Exhibit A**, being one or more of the tracts in Fresno County or San Luis Obispo in the State of California put up for bids at the auctions conducted on August 10, 2022 and August 11, 2022, and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ _____

6% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Old Republic Title Company")

SIGNATURE OF BUYER: This Agreement is executed and delivered on August _____, 2022 by the undersigned, constituting the "Buyer" for purposes of this Agreement:

Printed Name(s) of Buyer(s) (Print the full legal name of any Buyer-Entity, the type of entity and the State of incorporation / organization.)

[By:] _____
Signature(s) of Buyer(s) and/or individual(s) signing on behalf of any Buyer-Entity

Printed Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer-Entity (if applicable)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

(Deed To) (Buyer's Lender, if any)

ACCEPTED BY SELLER on August _____, 2022:

If this purchase consists of or includes **Tract 1:**
WEST FRESNO HOLDINGS LLC
By its duly-authorized officer:

If this purchase consists of or includes **Tract 2** &/or **Tract 3:**
THE WATERFORD FOUNDATION
By its duly-authorized officers:

If this purchase consists of **Tract 4:**
ASSEMI BROTHERS, LLC
By its duly-authorized agents:

(Farid Assemi, President)

(Farid Assemi, Sr. V.P.)

(Farid Assemi, Member)

(Jason Hollrah, C.F.O.)

(Farshid Assemi, Member)

RECEIPT OF EARNEST MONEY: The Earnest Money in the amount written above has been received by the undersigned on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

Old Republic Title Company

Date Received: _____

By: _____

Print: _____

EXHIBIT A

Buyer(s): _____

Seller(s): _____

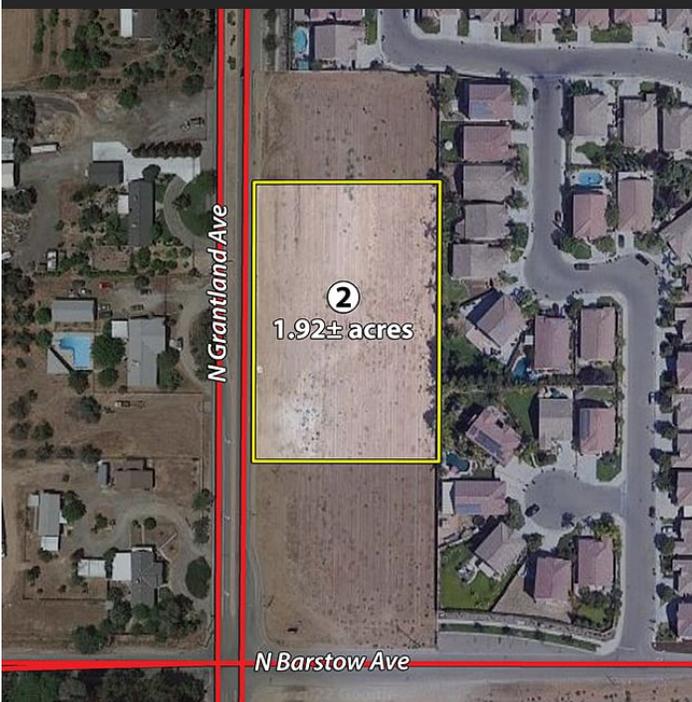
Auction Tracts 1, 2 & 3 in Fresno County, California

Auction Date: 8/10/2022

Tract 1: APN: 512-050-89



Tract 2: APN: 505-281-20 & 505-281-22



Tract 3: APN: 506-130-04



Tract 1: Parcel A of Parcel Map No. 8021, as per Map recorded in Book 70 of Parcel Maps Pages 17 & 18.

Tract 2: Parcel B of Lot Line Adjustment No. 2020-07 recorded as Document No. 2020-0170345, being part of Parcel Map No. 2159, recorded in Book 17, Page 26 of Parcel Maps, together with underlying fee interest, if any, adjacent to the above-described property in and to the adjoining public right of way, as more particularly described in Document No. 2020-0170345.

Tract 3: Lot 105 of J.C. Forkner Fig Gardens Subd. No. 2, in City of Fresno (Bk. 8, Pg. 66 of Plats), EXCEPTING: (a) any portion thereof lying within Tract No. 4229, Trend Homes No. 23 (Bk. 52, Pp. 81 & 82 of Plats); (b) any portion thereof lying within Tract No. 4343, Trend Homes No. 24 (Bk. 53, Pp. 51, 52 & 53 of Plats); and (c) undivided one-half in all oil, gas and other hydrocarbons and minerals now or at any time situated in, on or under said land.

Boundary lines and acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

EXHIBIT A

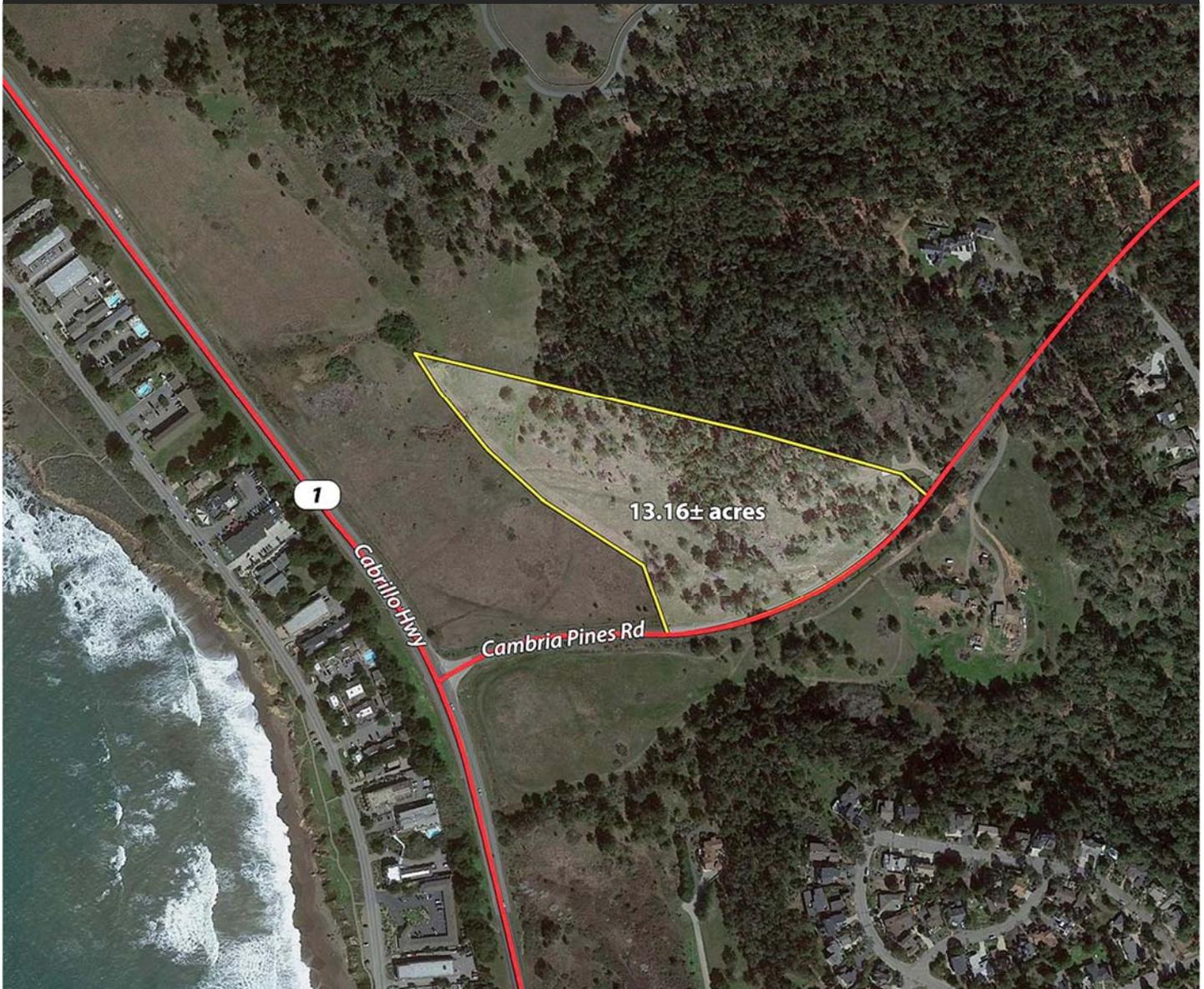
Buyer(s): _____

Seller: _____

Auction Tract 4 in San Luis Obispo County, California

Auction Date: 8/11/2022

Tract 4: APN: 013-085-001



Tract 4: PARCEL A: Lot 1 of Tract 1804, in the County of San Luis Obispo, State of California, according to the map thereof recorded June 23, 2000 in Book 19, Page 22 of Maps, in the office of the County Recorder of said County. PARCEL B: A non-exclusive easement for vehicular and pedestrian access and utilities over the Common Private Driveway, as described in Section 3.5 of the Declaration of Covenants, Conditions and Restrictions, recorded June 23, 2000 as Document No. 2000-034704 Official Records.

Boundary lines and acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.

Buyer(s): _____

Seller(s): _____

EXHIBIT B

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.
Auction Marketing Specialists Nationwide

Auction Dates: August 10, 2022 (Tracts 1, 2 & 3) and August 11, 2022 (Tract 4)

Owners: West Fresno Holdings, LLC, The Waterford Foundation and/or Assemi Brothers, LLC, as their interests appear with respect to the purchased tract(s) (hereinafter referred to as "Seller", whether one or more)

Seller's Broker: Sierra Land Company and Sarah Donaldson

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. The auction tracts are identified in **Exhibit A** which is included in each Bidder's Packet.
3. **Tracts 1 – 3:** You may bid on any of Tracts 1, 2 or 3 as individual tracts or you may bid on any two or more of these tracts as a combined unit. Bidding will remain open on the individual tracts and combinations until the close of the August 10 auction.
4. **Tract 4:** You may bid on Tract 4 as an individual tract at the August 11 auction.
5. Bidding will be on a lump sum basis. Minimum bids are at the auctioneer's discretion.
6. Bids are not contingent on financing, so be sure you have arranged financing, if needed, and are able to pay cash at closing.
7. The final bid(s) are subject to the Seller's acceptance or rejection. The final bid(s) may be accepted on the evening of the auction or by 5:00 p.m. the following day.

PART B - TERMS OF SALE OUTLINED:

8. A Buyer's Premium equal to 6% of the high bid amount will be charged to each Buyer and added to the bid amount to arrive at the purchase price.
9. 10% of the purchase price is due as an earnest money deposit at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the earnest money. The balance of the purchase price is due in cash at closing.

10. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before September 26, 2022. Delivery of title and possession will be effective upon completion of the closing.
11. Closing costs and expenses will be allocated and paid in accordance with Sections 15 and 16 of the Agreement to Purchase.
12. General real estate taxes (and any special assessments that are billed with the general real estate taxes) will be prorated to the date of closing in accordance with Section 17 of the Agreement to Purchase. Buyer will assume and pay any other special assessments that are last payable without a penalty after the date of closing.
13. At closing, Seller will furnish the deed and owner's title insurance at Seller's expense in accordance with the terms of the Agreement to Purchase. As an update to the marketing materials, the property will be conveyed by Grant Deed.
14. Buyer agrees to accept title and acquire the property subject to all easements and all other "Permitted Exceptions" as defined in Section 9 of the Agreement to Purchase. The title is to be conveyed and the title insurance is to be issued free and clear of any deed of trust or other monetary lien (other than a lien for current real estate taxes or assessments not yet due and payable).
15. Preliminary title insurance reports have been prepared by Old Republic Title Company and posted to the auction website, along with copies of the recorded documents listed as exceptions (other than deeds of trust which are to be removed at closing). Printed copies are available to review in the auction display area. The preliminary title reports for Tracts 2 and 3 were recently revised. The revisions are identified on the provided cover pages.
16. Natural Hazard Disclosure Statements have been prepared by MyNHD, Inc. for each of the auction tracts and posted to the auction website. Printed copies are available to review in the auction display area. Buyer agrees to purchase and acquire the property subject to and notwithstanding all matters disclosed in the applicable Natural Hazard Disclosure Statement(s).
17. It is anticipated that the property will be conveyed using existing legal descriptions, without obtaining a new survey. In any event, a new survey shall be obtained if and only if obtained in accordance with Section 5 of the Agreement to Purchase. The cost of any such survey shall be shared equally (50:50) by Seller and Buyer.
18. The acres shown in the auction marketing materials and Exhibit A are approximate and have been estimated based on the stated acres shown in the county's property tax maps and data. No warranty or authoritative representation is made as to the gross or net acres included with any tract or set of tracts. The purchase price shall not be subject to adjustment regardless of the number of acres shown in any survey or other record prepared before or after the auction.
19. Boundary lines and auction tract maps depicted in the auction marketing materials and Exhibit A are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

20. Information booklets (as updated from time to time throughout the marketing period) have been provided to prospective buyers in printed form and/or via download from the auction website. Printed copies are available to review in the auction display area. The information booklets include information obtained or derived from third-party sources, including soil maps, property tax information, and preliminary title insurance reports for each tract, and other information for certain tracts as described below. All such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and evaluation of the property and without any promise, warranty or representation as to the accuracy, sufficiency and/or significance of the information provided.
21. **Tracts 1 - 3:** Tracts 1, 2 and 3 are within the Fresno Metropolitan Flood Control District and are subject to requirements regarding construction of drainage facilities and/or payment of drainage fees.
22. **Tract 1:** The following subparagraphs apply to Tract 1:
 - a. Tract 1 is subject to a Covenant and Agreement recorded on November 12, 2009 pursuant to which no "residential development" is permitted unless or until Tract 1 is annexed into the City of Fresno or the existing Rural Residential zoning is amended to a higher density zone district. A copy is provided with the preliminary title report.
 - b. A Phase I environmental site assessment report dated March 4, 2022 has been posted to the auction website. A Phase II limited subsurface assessment dated April 13, 2018 is included in the information booklet, along with the findings and conclusions pages of the March 2022 Phase I report. Printed copies of these reports are available to review in the auction display area.
 - c. The information booklet includes FSA information for Tract 1 and a draft survey dated March 25, 2022.
23. **Tract 2:** Tract 2 is part of the property subject to a covenant granted to the City of Fresno and recorded on February 16, 2005 which provides: "The subject project shall be developed in substantial conformance with the R-1/UGM zone district." Tract 2 is currently part of a Commercial Community zoning district.
24. **Tract 3:** The following subparagraphs apply to Tract 3:
 - a. There are two large power lines running parallel with each other across Tract 3, including two towers in the southeast part of the Tract 3.
 - b. The preliminary title report for Tract 3 identifies two powerline easements and five easements granted to the city for public street purposes. Copies are provided with the preliminary title report.
 - c. The information booklet includes a site plan proposal filed in 2009, copies of the powerline easement documents and various easement maps, including a map of the Pacific Gas & Electric Company transmission line easement.
 - d. Tract 3 is subject to Zoning Contract No. R-97-23 recorded on February 11, 1998, with conditions numbered 1 - 11. A copy is provided with the preliminary title report.

25. **Tract 4:** The following subparagraphs apply to Tract 4:
- a. Tract 4 is within the area served by the Cambria Community Services District (hereinafter called "CCSD"). As an update to the original marketing materials, Cambria has no "city limits" or municipal government other than the CCSD.
 - b. Tract 4 is subject to all matters and provisions shown or contained in the Cambria Pines Estates Tract 1804 Map recorded on June 23, 2000, including Sheets 1 thru 9. A copy of this document is provided with the preliminary title report. Sheet 6 shows the "designated building envelope" and "tree replacement area" within Auction Tract 4. Sheets 8 and 9 contain provisions regarding Monterey Pine Forest Mitigation Program requirements and other provisions and conditions.
 - c. Tract 4 is subject to single-family residential use restrictions, architectural controls and other provisions set forth in the Declaration of Covenants, Conditions and Restrictions for Tract No. 1804 Cambria Pines Estates recorded on June 23, 2000, as amended by a First Amendment recorded on March 23, 2001 and a Second Amendment recorded on August 31, 2001. Copies are provided with the preliminary title report.
 - d. Except for the designated building envelope shown on Sheet 6 of the Tract 1804 Subdivision Map, Auction Tract 4 is subject to an open-space easement. The easement and related use restrictions are set forth in a resolution and agreement recorded on June 23, 2000 pursuant to which the open-space easement was granted to and accepted by the County of San Luis Obispo. Copies are included with the preliminary title report.
 - e. Pursuant to the Declaration of Covenants, Conditions and Restrictions recorded on June 23, 2000 and the First Amendment recorded on March 23, 2001: (a) Auction Tract 4 is subject to and has the benefit of an easement for ingress, egress and utilities on, over and under the Common Private Driveway area located in and around the north part of Auction Tract 4; and (b) the owner of Auction Tract 4 is responsible for one-third of the cost of maintaining the Common Private Driveway and any Project Landscape Improvements constructed within the landscape easement area along the west side of the road near the Common Private Driveway.
 - f. The preliminary title report refers to a Memorandum of Agreement recorded on May 17, 2000 as notice of an unrecorded "Settlement Agreement and Full Mutual Release" dated July 12, 1999 regarding certain Water Conservation and Retrofit Ordinance requirements of the CCSD. The unrecorded Settlement Agreement has been posted to the auction website and printed copies are available to review in the auction display area.
 - g. The information booklet includes a Conditional Confirmation of Water Availability dated March 10, 2022 from the CCSD, a letter dated May 23, 2022 to the CCSD from Al Hadian on behalf of the owners of undeveloped lots in Cambria Tract 1804 regarding a new water savings strategy proposal, a utility service bill from CCSD dated May 10, 2022, and topographical survey drawings of the north part of Tract 4 dated April 2020.

- h. The open-space easement recorded on June 23, 2000 refers to “the Monterey Pine and Oak Mitigation Program approved by the County in connection with the Subdivision Map”. Sheet 8 of the Tract 1804 Subdivision Map refers to the Monterey Pine Forest Mitigation Program for the project site and certain “Guidelines for Monterey Pine Forest Protection”. The information booklet includes a document entitled “Guidelines for Monterey Pine Forest Protection” which is believed to be the same as (or similar to) the Guidelines mentioned on Sheet 8 of the subdivision document.
 - i. In 2001, the CCSD declared a water emergency shortage and put a moratorium on new connections to its water system. That moratorium remains in effect. However, Tract 4 has a “grandfathered meter” installed pursuant to the 1999 Settlement Agreement mentioned above. According to the CCSD’s records, Tract 4 is eligible for service pursuant to a “non-active service commitment” that predates the moratorium, subject to compliance with the CCSD’s water conservation and retrofit ordinance requirements. The “grandfathered” meter on Tract 4 gets a bi-monthly bill of \$56.90 from the CCSD to maintain Tract 4’s status.
 - j. Tract 4 is within a coastal zone where a coastal development permit is generally required to build. Recently, other lots with “grandfathered” water meters in Cambria Pines Estates were denied coastal development permits by the California Coastal Commission, citing issues regarding adequacy of the water supply. Reportedly, these issues are the subject of pending litigation.
 - k. The CCSD bi-monthly utility service bill (including the cost of the “grandfathered” water meter) has been prepaid for the calendar year and shall be prorated to the date of closing. Seller will receive a credit from Buyer for the prepaid amount attributed to the period after closing.
26. All property is sold AS IS without any warranty. Without limiting any other provisions, the terms of sale include important disclaimers set forth in Section 19 of the Agreement to Purchase.
27. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder’s Packet, consisting of the Agreement to Purchase, Exhibit A and this Exhibit B. In addition to signing the Agreement to Purchase, each party shall initial Section 21(a) and Exhibits A and B and Buyer shall sign the applicable Natural Hazard Disclosure Statement(s). The terms of these documents are non-negotiable. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction.
28. Sierra Land Company and Sarah Donaldson are Seller’s agents and do not represent any Buyer. Schrader Real Estate and Auction Company, Inc. is providing auction services solely on behalf of the Seller.

Thank you for your interest in this offering. If you have any questions about submitting a bid, please feel free to talk to the auction personnel.

ANY UPDATES APPROVED BY SELLER WILL BE ANNOUNCED BY THE AUCTIONEER AND WILL TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.