

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of _____, 2018 by and between the CITY OF LOS ANGELES, a municipal corporation ("Buyer" or "City") by and through its Board of Harbor Commissioners and LUCY JAO, trustee of the LUCY JAO TRUST under Declaration of Trust dated May 27, 1997 ("Seller" or "Owner") with respect to the purchase and sale of the real property described below.

RECITALS

A. Wherefore, Seller is the trustee of the Owner of certain real property commonly known as 115 N. Avalon Boulevard, Wilmington, CA 90744, Assessor's Parcel Number (APN) 7440-006-015, consisting of 12,360 square feet of land, as more particularly described in Exhibit "A" attached hereto; and

B. Wherefore, Seller desires to sell on behalf of Owner, with full right and authority to do so, and Buyer desires to purchase, the Property, subject to the terms in this Agreement.

Now therefore, in consideration of the foregoing recitals and the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Seller and Buyer, agree as follows:

AGREEMENT

1. Agreement to Sell and Purchase the Property: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property commonly known as 115 N. Avalon Boulevard, Wilmington, CA 90744, Assessor's Parcel Number (APN) 7440-006-015, including any and all improvements, buildings, structures, fences, and parking areas on the Property including but not limited to the 5,578 square foot single story vacant commercial building, and all rights privileges, and appurtenances to the Property ("Property"), as more particularly described in Exhibit "A" attached hereto for the price of SEVEN HUNDRED SIXTY THOUSAND DOLLARS (\$760,000) ("Purchase Price").
2. As-Is Sale. Buyer acknowledges and agrees that the Property is to be sold in an "As Is" condition.
3. City Contract Formation. No agreement with respect to the purchase and sale of the Property shall exist, and this writing shall have no binding force or effect, until executed by both Buyer and Seller and after compliance with

all contract formation formalities by the City of Los Angeles, including but not limited to approval by the Board of Harbor Commissioners.

4. Authority of Seller. Seller is the trustee of the Lucy Jao Trust, the sole owner of the Property and Seller has the full right and authority to sell the Property and enter into this transaction and Agreement, and shall complete a Certification of Trust in substantial form of Exhibit "B," attached hereto.
5. Representations and Warranties of Seller. Seller is unaware of anyone other than Seller who has any right or property interest in the Property including but not limited to any easements, licenses, and/or tenancies. Seller has not collected any payment(s) from anyone or any entity for any real property interest in the Property including but not limited to the real property interests mentioned above. Seller is unaware of any current or threatened litigation, or current or threatened claims against the Property including but not limited to personal injury actions, real estate claims, or environmental claims.
6. Conveyance of Title. Seller shall deliver marketable title subject only to exceptions in the Preliminary Title Report approved by Buyer or at Buyer's option, insured by title insurance approved by Buyer (e.g., by way of endorsement).
7. Title Insurance Policy. A CLTA (California Land Title Association) Owner's Policy of Title Insurance in the full amount of the Purchase Price in the form of the Preliminary Title Report subject to the exceptions allowed by Buyer and endorsements acceptable to Buyer together with Title Company's standard exceptions ("CLTA Policy") shall be issued to Buyer by Title Company insuring fee simple for the protection of Buyer as fee owner of the Property. The CLTA Policy shall be subject to the endorsement in substantial form as the form attached hereto as Exhibit "C" which Seller has been informed by the Title Company is CLTA100.29 Endorsement.
8. JOINT ESCROW INSTRUCTIONS. The opening of escrow will take place immediately after the parties sign this Agreement, after all City required approvals) and the executed Agreement is delivered to the Escrow Holder Chicago Title Company ("Escrow Holder") Escrow No. 00092541-001-TG3-DB.
 8. a. Buyer's Deliverables: Not later than one (1) business day prior to the Closing (defined in Section 7.d. below) date, City shall deposit with Escrow Holder the following items:
 - i. Purchase Price: SEVEN HUNDRED SIXTY THOUSAND DOLLARS (\$760,000).

- ii. Executed Certificate of Acceptance substantially in the form of the copy attached hereto as Exhibit "D."
 - iii. Other Documents: Any other documents, instruments, data, records, correspondence, if any, called for which have not been previously delivered.
8. b. Seller's Deliverables:
- i. Grant Deed. The Grant Deed duly executed and acknowledged by Seller. (A copy of the form of Grant Deed is attached hereto as Exhibit "E.")
 - ii. Owner's Declaration duly executed and acknowledged by Seller. (A copy of a form of Owner's Declaration is attached hereto as Exhibit "F.")
 - iii. Certification of Trust. California Probate Code Section 18100.5 duly executed and acknowledged by Seller. (A copy of a sample Certification of Trust form is attached hereto as Exhibit "B.")
 - iv. Non-Foreign Status Certificate. A Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 duly executed by Seller.
 - v. California Form 593-C. An executed California Form 593-C (Real Estate Withholding Certificate).
 - vi. Other Documents. Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not previously been delivered.
8. c. Other Instruments. Seller and Buyer shall each deposit such other instruments and take such other actions as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase and sale of the Property.
8. d. Close of Escrow. The consummation of the transaction contemplated by this Agreement and recording of the Grant Deed (the "Closing" or "Close of Escrow") shall occur and delivery of all items to be made at the Closing under the terms of this Agreement shall be made in the shortest time possible but no later than thirty (30) days from the Opening of Escrow unless extended by mutual written agreement of the parties and the written agreed upon extension is delivered to the Escrow Holder at least one (1) business day before the Closing date. The CLTA Policy with the endorsement

as described in Section 7 acceptable to Buyer is a condition to Closing.

8. e. Proration. All revenues and expenses of the Property, including without limitation, real property taxes, special taxes, assessments and utility fees and/or deposits, shall be prorated and apportioned between Seller and Buyer as of 12:01 a.m. of the Closing Date, so that Seller bears all expenses with respect to the Property and has the benefit of all income with respect to the Property through and including the date immediately preceding the Closing Date. Seller and Buyer hereby agree that any of the aforesaid pro-rations which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the parties' reasonable estimated and shall be recomputed between Seller and Buyer when actual tax statements for the year of Closing are received, and either party owing the other party a sum of money based on such subsequent proration adjustment shall promptly pay said sum to the other party, and if payment is not made within ten (10) days after delivery of a bill therefore, shall pay interest thereon, at the lesser of the rate of ten percent (10%) per annum or the highest rate permitted by law from the Closing Date to the date of payment.
 8. f. Payment of costs and expenses. Buyer shall pay for the costs and expense associated with the Closing including recording fees and shall pay for the cost of Escrow and Title Insurance.
 8. g. Disbursement of funds. Upon the Close of Escrow, Seller shall receive the Purchase Price.
 8. h. Delivery of documents. Upon the Close of Escrow all instruments and documents shall be delivered forthwith to each party as provided in the Notice provision herein (Section 12). Escrow Holder shall deliver to the party entitled thereto the recorded originals of such instruments or documents upon Escrow Holder's receipt of same.
 8. i. Supplemental Taxes. Buyer and Seller acknowledge that the Property may be subject to supplemental property taxes due as a result of change of ownership taking place through this Escrow. Any necessary adjustment due either party on receipt of a supplemental tax bill.
9. Permission to Enter On Premises. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to the Close of Escrow for the purpose of making necessary or appropriate inspections.

10. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same document.
11. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire understanding of the parties and supersede any and all other written or oral understanding.
12. Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be either (a) personally delivered; or (b) sent to the email listed below. Any changes to the below shall be in writing delivered by email or personal delivery.

Seller: Lucy Jao
Trustee, Lucy Jao Trust
2821 Via Anacapa
Palos Verdes Estates, CA 90274
Email: ljao8888@gmail.com
Phone: 310.951.6262

Buyer: City of Los Angeles, Harbor Department
Waterfront & Commercial Real Estate
425 S. Palos Verdes Street
San Pedro, CA 90731
Attention: Ray Lepone
Email: rlepone@portla.org
Phone: 310.732.3865

With a copy to: City of Los Angeles, Harbor Department
Office of the City Attorney
425 S. Palos Verdes Street, 5th floor
San Pedro, CA 90731
Attention: Estelle Braaf, Deputy City Attorney
Email: ebraaf@portla.org
Phone: 310.732.3750

Escrow Officer: Terri Gervasi
Vice President
Sr. Commercial Escrow Officer
Chicago Title Company
725 S. Figueroa St., Suite 200
Los Angeles, CA 90017
Email: terri.gervasi@ctt.com
Phone: 213.488.4379

13. No Brokers or Finders Fees. No broker's fee, finder's fee, commission or similar compensation shall be paid to principals of Buyer or Seller in connection with this Agreement.
14. Possession of the Property. Possession of the Property shall be given to Buyer upon the recording of the Grant Deed.
15. Time Is Of The Essence. Time is of the essence with respect to this transaction.

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(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement and Escrow Instructions to be executed by their respective duly authorized representatives.

BUYER

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____, 2018

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

SELLER

LUCY JAO, trustee of the LUCY JAO TRUST under Declaration of Trust dated May 27, 1997

Dated: Sept. 19, 2018

By: Lucy Jao
Lucy Jao
(Print/type name and title)

Attest: Hiroko Asano
Hiroko Asano
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

September 26, 2018
MICHAEL D. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: Estelle M. Braaf
ESTELLE M. BRAAF
Deputy City Attorney

Attachments

ESCROW HOLDER

CHICAGO TITLE COMPANY

By: _____
TERRY GERVASI
Escrow Officer

Account #	13010	W.O. #	
Ctr/Div #	1800	Job Fac #	
Proj/Prog #	000		
	Budget FY:	Amount:	
13010/1800	2018/19	764,700	
Ctr 1000/Proj 25377	2018/19	85,000	

For Acct Div. Use Only: File
 Verified Funds Available Flowas
 Date Approved 9/26/18

EXHIBIT "A"

LEGAL DESCRIPTION

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

THAT PORTION OF "BANNING'S 35 ACRE RESERVE" AS SHOWN ON THE MAP OF NEW SAN PEDRO (COMMONLY KNOWN AS WILMINGTON), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGES 66 AND 67 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF CANAL AVENUE, 80 FEET WIDE AS LOCATED BY THE CITY OF ENGINEER OF SAID CITY, DISTANT ALONG SAID WESTERLY LINE NORTH 15° 55' 23" WEST, 148.86 FEET FROM THE NORTHERLY LINE OF "A" STREET, FORMERLY FRONT STREET, 66 FEET WIDE AS LOCATED BY SAID CITY ENGINEER; THENCE SOUTH 86° 15' 37" WEST 145.00 FEET; THENCE SOUTH 3° 44' 23" EAST 30.00 FEET; THENCE SOUTH 86° 15' 37" WEST, 75.08 FEET TO THE EASTERLY LINE OF A 10.00 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 3° 44' 23" WEST, 77.00 FEET; THENCE NORTH 86° 15' 37" EAST 209.93 FEET TO SAID WESTERLY LINE OF CANAL AVENUE; THENCE ALONG SAID AVENUE, SOUTH 15° 55' 23" EAST 48.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF CANAL STREET (NOW AVALON BOULEVARD) THAT WOULD PASS THROUGH THE LEGAL CONVEYANCE OF SAID LAND.

APN: 7440-006-015

CERTIFICATION OF TRUST

The undersigned, trustee(s) of the _____,
confirm the following facts:

- (1) The above trust is in existence and the trust instrument was executed _____ (date).
- (2) The settlor or settlors of the trust is/are: _____
- (3) The trustee or trustees of the trust is/are: _____
- (4) The trust is _____ (revocable or irrevocable)
- (5) If there is a power to revoke the trust, the person holding the power to revoke is _____.
- (6) If there are multiple trustees, the signature authority of the trustees is _____.
- (7) If there are multiple trustees, the number of the currently acting trustees required to sign in order to exercise various powers of the trustee is _____.
- (8) The trust identification number is _____
(social security number or an employer identification number).
- (9) The manner in which title to trust assets should be taken is _____
- (10) The trust has not been revoked, modified, or amended in any manner which would cause the representations contained in the certification of trust to be incorrect.
- (11) This Certification is being signed by all of the currently acting trustees of the trust.

Dated: _____

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of California

County of _____

On _____, before me _____,

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

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

WITNESS my hand and official seal.

Notary Public

ENDORSEMENT
Attached to Policy No.
Issued By
Chicago Title Insurance Company

The Company insures against loss sustained by reason of damage to existing improvements, including lawns, shrubbery or trees resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals excepted from the description of the Land or shown as a reservation in Schedule B.

This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:


- (a) contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; or
- (b) negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances ;
or
- (c) the exercise of the rights described in ()

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

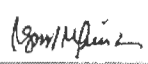
Dated:


Chicago Title Insurance Company

Countersigned:

By: 
Authorized Signature



By: 
Randy Quirk, President

Attest: 
Michael Gravano, Secretary

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

City of Los Angeles
Harbor Department
Attn: City Attorney
425 S. Palos Verdes Street
San Pedro, CA 90731

CITY OF LOS ANGELES OFFICIAL BUSINESS
Exempt from Recording Fee (Gov. Code §27383)
Exempt from Documentary Transfer Tax
(Rev. & Taxation Code § 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE

This is to certify that the CITY OF LOS ANGELES, acting by and through its Board of Harbor Commissioners, hereby accepts from the Lucy Jao Trust by Grant Deed dated _____, 2018, a true and correct copy of which is attached hereto, of all the Lucy Jao Trust's right, title and interest in real property described therein.

The CITY OF LOS ANGELES, acting by and through its Board of Harbor Commissioners, hereby consents to the recordation of this conveyance in the Office of the Recorder for the County of Los Angeles.

This acceptance and consent to recording is executed by and on behalf of the CITY OF LOS ANGELES, acting pursuant to law, as approved by Resolution No. _____ adopted by the Board of Harbor Commissioners at its public meeting in San Pedro, California on _____ by its duly authorized undersigned officer.

CITY OF LOS ANGELES
Acting by and through its Board
of Harbor Commissioners

Dated: _____

By: _____

Executive Director

EXHIBIT D

ACKNOWLEDGMENT

State of California)
)
County of Los Angeles)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within Acceptance, and who stated to me that he is the Executive Director of the Harbor Department of the City of Los Angeles and is authorized to execute the within Acceptance on the City's behalf, and acknowledged to me he had signed and executed the within Acceptance on behalf of the City of Los Angeles, acting by and through its Board of Harbor Commissioners.

WITNESS my hand and official seal.

Signature: _____

Name: _____

RECORDING REQUESTED BY:
Chicago Title Company

Escrow No.: 00092541-001-TG3
Title No.: 00092541

**WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:**

APN: 7440-006-015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ _____ CITY TAX \$ _____

- computed on full value of interest or property conveyed, or
- computed on full value of items or encumbrances remaining at time of sale,
- Unincorporated area City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(s) to

the following described real property in the County of Los Angeles, State of California

SEE EXHIBIT A ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Dated: _____

By: _____
Name: _____
Its: _____

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

State of California)
County of _____) SS:

On _____ before me, _____
a Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

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

THAT PORTION OF "BANNING'S 35 ACRE RESERVE" AS SHOWN ON THE MAP OF NEW SAN PEDRO (COMMONLY KNOWN AS WILMINGTON), IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGES 66 AND 67 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF CANAL AVENUE, 80 FEET WIDE AS LOCATED BY THE CITY OF ENGINEER OF SAID CITY, DISTANT ALONG SAID WESTERLY LINE NORTH 15° 55' 23" WEST, 148.86 FEET FROM THE NORTHERLY LINE OF "A" STREET, FORMERLY FRONT STREET, 66 FEET WIDE AS LOCATED BY SAID CITY ENGINEER; THENCE SOUTH 86° 15' 37" WEST 145.00 FEET; THENCE SOUTH 3° 44' 23" EAST 30.00 FEET; THENCE SOUTH 86° 15' 37" WEST, 75.08 FEET TO THE EASTERLY LINE OF A 10.00 FOOT ALLEY; THENCE ALONG SAID ALLEY NORTH 3° 44' 23" WEST, 77.00 FEET; THENCE NORTH 86° 15' 37" EAST 209.93 FEET TO SAID WESTERLY LINE OF CANAL AVENUE; THENCE ALONG SAID AVENUE, SOUTH 15° 55' 23" EAST 48.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF CANAL STREET (NOW AVALON BOULEVARD) THAT WOULD PASS THROUGH THE LEGAL CONVEYANCE OF SAID LAND.

OWNER'S DECLARATION

The undersigned hereby declares as follows:

- *1. *Fill in the applicable paragraph and strike the others.
- *A. That the Declarant is the owner or lessee, as the case may be, of certain premises ("Owner") located at 115 North Avalon Boulevard, Wilmington, CA 90744 in Los Angeles County, State of California, further described as follows: See Preliminary Report/Commitment No. ___ for full legal description ("the Land").
 - *B. That Declarant is the _____ of _____, a _____ corporation, which is the owner or lessee, as the case may be, of certain premises ("Owner") located at 115 North Avalon Boulevard, Wilmington, CA 90744 in Los Angeles County, State of California, further described as follows: See Preliminary Report/Commitment No. ___ for full legal description ("the Land").
 - *C. That Declarant is the _____ of _____, a _____ partnership, which is the owner or lessee, as the case may be, of certain premises ("Owner") located at 115 North Avalon Boulevard, Wilmington, CA 90744 in Los Angeles County, State of California, further described as follows: See Preliminary Report/Commitment No. ___ for full legal description ("the Land").
 - *D. That Declarant is the _____ of _____, which is the managing member of _____, a limited liability company, which is the owner or lessee, as the case may be, of certain premises ("Owner") located at 115 North Avalon Boulevard, Wilmington, CA 90744 in Los Angeles County, State of California, further described as follows: See Preliminary Report/Commitment No. ___ for full legal description ("the Land").
- **2. **Fill in the applicable paragraph and strike the other.
- **A. That during the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - **B. That during the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with

STATE GENERAL NATURE OF THE WORK

upon the Land) in the approximate total sum of \$_____, but that no work whatever remains to be done and that no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers except for the following:

DESCRIPTION OF WORK REMAINING ON THE PROJECT

Owner, by the undersigned Declarant, agrees to indemnify and hold harmless Chicago Title Company against any and all claims arising therefrom.

3. That Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.

4. That except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied security deeds, mortgages, deeds of trust, Uniform Commercial Code financing statements, claims of lien, special assessments for sewage, water or street improvements, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. That the Land is currently in use as _____; and that the following are all of the leases or other occupancy rights affecting the Land: _____

Please provide a current rent roll to Chicago Title Insurance Company

6. That there are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. That there are no outstanding options to purchase or rights of first refusal affecting the Land.
8. That if the Land is improved with one or more health care facilities, there are no unpaid amounts of public funds advanced under any act set forth below or any state statute enacted pursuant to any of said acts:

The Hill-Burton Act (42 USC 291, et seq.); the Health Research Facilities Act of 1956 (42 USC 292, et seq.); the Health Professions Educational Assistance Act of 1963 (42 USC 293, et seq.); the Nurse Training Act of 1964 (42 USC 296 et seq.); the National Health Planning and Resources Development Act of 1974 (42 USC 300k, et seq.); the Special Health Revenue Sharing Act of 1975 (42 USC 2689, et seq.); the Developmentally Disabled Assistance and Bill of Rights Act (42 USC 6002, et seq.); the Higher Education Facilities Act (20 USC 701, et seq.); the Community Health Centers Act (42 USC 2693, et seq.); the Architectural Barriers Act of 1968 (20 USC 1132d-11, et seq.).

9. That this declaration is made with the intention that Chicago Title Company ("the Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys' fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this _____ day of _____ 2011

SELLER:

By: _____

Printed Name: _____

Its: _____

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

State of CALIFORNIA)
) ss
County of Los Angeles)

On _____ before me, _____, Notary Public,
personally appeared, _____

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

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

WITNESS my hand and official seal.

Notary Signature

(Seal)

- * Fill in the applicable paragraph and strike the others.
- ** Fill in the applicable paragraph and strike the other.