

## ESCROW AGREEMENT (United Security Bank)

THIS ESCROW AGREEMENT, dated this 6th day of February, 2018 ("Escrow Agreement"), is entered into by and among Bahram Shawn Shiralian, an individual ("Applicant"), the County of Fresno, a political subdivision of the State of California ("County"), and United Security Bank, a California banking corporation, whose headquarters are in Fresno California ("United Security Bank"), as the escrow agent hereunder ("Escrow Agent"). The County and Applicant together are the "Parties," and individually, the Applicant or the County each is a "Party."

### RECITALS

The Parties represent that they entered into an Indemnification and Defense Agreement, effective October 17, 2017 ("Indemnification and Defense Agreement"); and

The Applicant now desires to secure his faithful performance of his obligations under the Indemnification and Defense Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and agreements of the Parties and the Escrow Agent, set forth herein, the Parties and the Escrow Agent agree as follows:

### ARTICLE 1 APPOINTMENT OF ESCROW AGENT

Section 1.1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent under this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

### ARTICLE 2 ESCROW FUNDS

Section 2.1. Delivery of Escrow Funds to Escrow Agent; Deposit of Escrow Funds. Upon the Parties' and the Escrow Agent's execution of this Escrow Agreement, the Applicant shall irrevocably deliver to the Escrow Agent the amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)** ("Escrow Funds") in immediately available United States currency for the exclusive purposes of this Escrow Agreement. Within two (2) business days following Escrow Agent's receipt of such Escrow Funds, the Escrow Agent shall provide notice to the County acknowledging the Escrow Agent's receipt and deposit of the amount of such Escrow Funds in the savings deposit account referenced in Section 2.2(a), herein.

All references herein to "Escrow Funds" shall mean and include the then-current amount of the Escrow Funds, or any portion thereof, including any increases of the Escrow Funds as a result of any interest income earned on the Escrow Funds, all as held on deposit by the Escrow Agent for the sole benefit of the County hereunder, less any County drawings of the Escrow Funds under this Escrow Agreement.

The Applicant, including his successors or assigns or anyone claiming through the Applicant, shall not have any rights whatsoever to use or access, either directly or indirectly, or withdraw any funds from or borrow against the Escrow Funds, or to make any other demand of the Escrow Agent with respect to the Escrow Funds. The Applicant promises, covenants, and warrants to the County and the Escrow Agent that the Escrow Funds are not and shall not at any time be subject to any attachments, seizures, garnishments, pledges, liens, encumbrances, levies, security interests, claims of any creditors, or writs, or court orders, judgments or decrees, all of which shall be of every nature whatsoever; and if any such

conditions occur, the Applicant shall immediately remove, cure, or satisfy such conditions with funds or resources other than the Escrow Funds and promptly give the County and the Escrow Agent notice of thereof.

Section 2.2. Savings Account.

(a) The Escrow Agent shall receive, and upon receipt immediately deposit, and hold the Escrow Funds only in a savings deposit account of the Escrow Agent for the exclusive purposes of this Escrow Agreement. The Escrow Agent shall cause the Escrow Funds, while on deposit with the Escrow Agent under this Escrow Agreement, to be interest-bearing, at a rate available to members of the public, and fully insured by the Federal Deposit Insurance Corporation (FDIC) up to the lesser of (i) the amount of the Escrow Funds while on deposit with the Escrow Agent under this Escrow Agreement; or (ii) the then-current maximum FDIC insurance coverage available for an FDIC-insured deposit account. The Escrow Funds shall be maintained by the Escrow Agent as a separate deposit account with its own ownership classification as being for the sole benefit of the County, which deposit account shall be distinct from any and all other accounts or funds of the Applicant that might be maintained or held by United Security Bank or its parent or affiliates, to ensure that the FDIC insurance coverage available for an FDIC-insured deposit account shall apply completely to the Escrow Funds.

(b) Notwithstanding Section 2.2(a), herein, the County shall not have any liability, either directly or indirectly, in respect of any loss of any principal of, or any earnings on, the Escrow Funds.

Section 2.3. Drawings by the County.

(a) Upon the County's presentation of its written instructions for drawing upon the Escrow Funds to the Escrow Agent in the form of the sight draft attached as Exhibit A-1 hereto, which is incorporated herein by this reference, with the signature and payment instructions in brackets in such sight draft completed by any one of the County's representatives identified therein, the Escrow Agent shall, solely by examining the face of such sight draft for its compliance with Exhibit A-1 hereto and the Certificate as to Authorized Signatures – County of Fresno, attached in the form of Exhibit A-2 hereto, which is incorporated herein by this reference, as completed and delivered to the Escrow Agent pursuant to Section 3.3, herein, pay the County according to the terms of such County sight draft in immediately available United States currency up to the then-current amount of the Escrow Funds within three (3) business days of such presentation to the Escrow Agent. The County's place of presentation of its written instructions for drawing upon the Escrow Funds to the Escrow Agent shall be at Escrow Agent's bank at 855 M Street, Fresno, California (provided however if such bank location is not available to the County, then such place of presentation may be at any of Escrow Agent's bank branches), and shall be honored for payment hereunder by the Escrow Agent during any Escrow Agent business day and during Escrow Agent's business hours. Partial and multiple drawings, or a single drawing, by the County upon the Escrow Funds, up to the then-current amount of the Escrow Funds, are permitted under this Escrow Agreement.

In the event a County representative's title has changed, or a County representative has been replaced by another County representative, the County may give notice thereof to the Escrow Agent, and deliver an updated Exhibit A-1 hereto to the Escrow Agent in such updated form, and upon delivery of the updated Exhibit A-1 hereto by the County to the Escrow Agent, such updated Exhibit A-1 hereto shall replace the then-current Exhibit A-1 hereto, shall be used for the purposes of Exhibit A-1 hereto, and shall be incorporated herein by this reference.

(b) The Applicant promises, covenants, and warrants to the County and the Escrow Agent that if the County attempts to draw upon, or draws upon, the Escrow Funds, the Applicant (including the Applicant's successors or assigns, or anyone claiming through the Applicant, or any other persons, firms,

or entities acting at the direction, or under the authority, of the Applicant) shall not in any way whatsoever defeat, interfere with, obstruct, or cause delay to said right of the County to do so, including, but not limited to, demanding the Escrow Agent not to honor or pay the County on any draw upon the Escrow Funds, or taking any legal action against the County and/or the Escrow Agent to stay, enjoin, or prevent the County from drawing upon the Escrow Funds.

Section 2.4. Income Tax Allocation and Reporting.

(a) For tax reporting purposes, all interest earned on the Escrow Funds shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned solely by the Applicant, whether or not such income was disbursed during such calendar year.

(b) At the commencement of this Escrow Agreement, and from time to time as requested by the Escrow Agent, the Parties shall provide the Escrow Agent with their tax identification numbers by furnishing appropriate forms W-9 and such other forms and documents that the Escrow Agent may reasonably request to assist the Escrow Agent in fulfilling its obligations under this Escrow Agreement.

(c) To the extent that the Escrow Agent and/or the County becomes liable for the payment of any taxes in respect of income derived from the Escrow Funds, the Applicant shall indemnify, defend and hold the Escrow Agent and the County harmless, including their respective officers, agents, and employees, from and against any and all taxes, late payments, interest, penalty or other cost or expense (including attorneys' fees and expenses) that may be assessed against the Escrow Agent and/or the County, on or with respect to the Escrow Funds and the interest thereon unless such taxes, late payments, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent and/or the County. The provisions of this Section 2.4(c) are in addition to the provisions of Section 5.1, herein, and shall survive the resignation or removal of the Escrow Agent and/or the termination of this Escrow Agreement.

(d) The Escrow Agent shall, at least quarterly, provide to the County (with quarterly copies simultaneously provided to the Applicant), and in any event at no cost to the County, all hardcopy reports of all account activities, including without limitation interest income and disbursements, in respect of the Escrow Funds. The Escrow Agent shall also give the County continuous, password-protected (only for County) on-line remote access, via Internet, to all of such account activities; and the Escrow Agent may give the Applicant continuous on-line ability to remotely read, via Internet, all of such account activities, which review rights shall be password-protected (only for the Applicant) and strictly limited only to the ability to view all such account activities. The County shall have the right, at its own cost, to audit the Escrow Agent's accounts and books with respect to the Escrow Funds upon giving advance reasonable notice thereof to the Escrow Agent.

Section 2.5. Termination. If the County, in its determination, gives the Escrow Agent and the Applicant notice that (i) all of the Escrow Funds have, according to the terms and conditions of this Escrow Agreement, been paid to the County, or (ii) the Escrow Funds are no longer needed by the County, then, if there are any remaining Escrow Funds, the Escrow Agent shall, within ten (10) business days of such notice having been provided (and after making any deduction for the payment of any tax liability under Section 2.4(c), herein, to the extent of any remaining Escrow Funds), deliver to the Applicant the remaining Escrow Funds, if any, or provide notice to the Applicant that there are no remaining Escrow Funds due to deduction for the payment of any tax liability under Section 2.4(c), herein, and, then, this Escrow Agreement shall then terminate, except that the provisions of Sections 2.4(c), 4.1, and 5.1, herein, shall survive such termination. The County's Director of Public Works and Planning is authorized by the County to give the County's notice to the Escrow Agent described in this Section 2.5. In the event that there are, to County's knowledge, any remaining Escrow Funds at the time

of such notice, the County's notice shall state that the County releases its interest under this Agreement in such remaining Escrow Funds.

### **ARTICLE 3 DUTIES OF THE ESCROW AGENT**

Section 3.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties of the Escrow Agent specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature.

Under no circumstances will the Escrow Agent be deemed to be a fiduciary to a Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of a Party to perform in accordance with this Escrow Agreement. Except for this Escrow Agreement, and the Escrow Agent's obligations under this Escrow Agreement with respect to any sight draft received under Section 2.3(a), herein, any tax reporting information received under Section 2.4, herein, and any notices received hereunder, (i) the Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document, whether or not an original or a copy of such other agreement, instrument or document has been provided to the Escrow Agent; (ii) the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such other agreement, instrument, or document; and (iii) references in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 3.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken in good faith by the Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 3.3. County Authorized Signatures; Reliance. Upon its execution of this Escrow Agreement, the County shall cause the County's representatives identified therein to sign the Certificate as to Authorized Signatures – County of Fresno, in the form of Exhibit A-2 hereto, and upon completion and delivery thereof by the County to the Escrow Agent, such completed and delivered certificate shall be incorporated herein by this reference; provided however, if County fails to cause any such County representative not to sign, or erroneously sign, such certificate, then only such County representative's erroneous signature or lack of signature shall thereby be affected, and in any event the certificate otherwise completed and delivered by the County to the Escrow Agent in the form of Exhibit A-2 hereto shall be deemed the County's completed certificate delivered to the Escrow Agent.

In the event a County representative's title has changed or a County representative erroneously signed Exhibit A-2, or a County representative has been replaced by another County representative, the County may give notice thereof to the Escrow Agent, and cause the County representative having a title change or erroneous signature, or the new County representative, as the case may be, to sign a supplemental certificate substantially in the form of Exhibit A-2 hereto, having such updated or corrected information, as the case may be, and then only such County representative's signature, as the case may be, shall thereby be affected, and upon completion and delivery of such supplemental certificate by the County to the Escrow Agent in such form, such completed and delivered supplemental certificate shall be incorporated herein by this reference as supplementing and being part of Exhibit A-2 hereto.

The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, consent, instruction, direction, or other document believed by it to be genuine and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. The Escrow Agent shall not be liable for any action taken by it in accordance with a direction or instruction permitted herein, of a Party, or for any action taken or not taken by it upon the joint written consent of the Parties. Nothing in this Section 3.3 authorizes the Applicant to request, instruct, or direct the Escrow Agent to disburse the Escrow Funds to the Applicant, or to otherwise act contrary to this Escrow Agreement.

Section 3.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 3.5. No Financial Obligation. This Escrow Agreement does not require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

#### **ARTICLE 4 PROVISIONS CONCERNING THE ESCROW AGENT**

Section 4.1. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR BREACH OF THIS ESCROW AGREEMENT, OR (II) INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

Section 4.2. Resignation or Removal. The Escrow Agent may resign by providing notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by providing to the Escrow Agent a joint notice of its removal along with Applicant's payment of all fees and expenses to which the Escrow Agent is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective ninety (90) days after the delivery of such notice or upon the Parties' earlier joint appointment of a successor escrow agent, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Funds and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint notice filed with the Escrow Agent or in accordance with a court order. Any successor escrow agent under this Escrow Agreement shall signify its acceptance of such appointment by executing and delivering to the Parties, and to its predecessor escrow agent, a written acceptance thereof, and thereupon such successor escrow agent shall be the successor escrow agent under this Escrow Agreement and shall succeed to all of the rights and responsibilities as its predecessor hereunder with like effect as if originally appointed escrow agent hereunder. Provided however, if a successor trustee has not been appointed within forty-five (45) days from such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and (i) any such resulting appointment of a successor escrow agent shall be binding upon the Parties, and (ii) the successor escrow agent so appointed by such court shall be the successor escrow agent under this Escrow Agreement and shall succeed to all of the rights and responsibilities as its predecessor hereunder with like effect as if originally appointed escrow agent hereunder.

Section 4.3. Compensation. The Applicant shall be solely responsible for compensating the Escrow Agent for the Escrow Agent's performance of all services, including the exercise of any rights or performance of any responsibilities, hereunder, which compensation shall be paid directly by the

Applicant to the Escrow Agent, at such rate or in such amounts as agreed solely between them, and in any event shall not be payable from the Escrow Funds or by the County. If any amount due from the Applicant to the Escrow Agent for the Escrow Agent's performance of any services, including the exercise of any rights or performance of any responsibilities, hereunder, is not paid by the Applicant within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount to the Applicant up to the highest rate permitted by applicable law until paid, and in any event such amount shall not be payable from the Escrow Funds or by the County.

Section 4.4. Merger or Consolidation. Any financial institution into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its banking or trust business or assets as a whole or substantially as a whole, or any financial institution resulting therefrom to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall succeed to all of the rights and responsibilities as its predecessor with like effect as if originally appointed escrow agent hereunder, but without the execution or filing of any instrument or paper or the performance of any further act. Within fifteen (15) days of such an event, Escrow Agent shall cause the successor escrow agent to provide notice to the Parties of such event.

Section 4.5. Attachment of Escrow Funds; Compliance. If any Escrow Funds are attached, seized, garnished, or levied upon, or the payment thereof to the County is stayed, enjoined, or prevented by an order of a court, the Escrow Agent is hereby (i) authorized, in its sole discretion, to respond as it deems appropriate or to comply therewith, and (ii) directed to give the County and the Applicant notice thereof. The provisions of this Section 4.5 do not authorize the Applicant to avoid his compliance with his obligations under Sections 2.1 and 2.3(b), herein.

Section 4.5. Outside Circumstances and Forces. The Escrow Agent shall not be responsible for any failure or delay in the performance of its obligations hereunder caused by circumstances or outside forces beyond its reasonable control, provided that the Escrow Agent shall use commercially reasonable efforts consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

## **ARTICLE 5 GENERAL PROVISIONS**

Section 5.1 Indemnification. The Applicant shall indemnify, defend and hold harmless the Escrow Agent and the County, including their respective officers, agents, and employees from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent and/or the County may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent and/or the County, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent or the County, as applicable. The provisions of this Section 5.1 shall survive the resignation or removal of the Escrow Agent and/or the termination of this Escrow Agreement.

Section 5.2. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent, and their respective permitted successors and assigns. No other persons or entity shall have any rights under this Escrow Agreement. This Escrow Agreement may be assigned or transferred, but only in its entirety, by a Party or the Escrow Agent providing notice thereof to the other Party(ies) and (if notice is by a Party, then to) the Escrow Agent, which notice shall require the written consent of the other Party(ies) and (if notice is by a Party, then) the Escrow Agent

(such consent not to be unreasonably withheld). The provisions of this Section 5.2 are in addition to the provisions of Section 4.2, herein.

Section 5.3. Notices. All notices under this Escrow Agreement shall be in writing, and shall be deemed to have been duly given if provided as follows: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered United States mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service addressed in the appropriate manner for the method of service. If notice is given to a Party or the Escrow Agent, it shall be given at the address for such Party or the Escrow Agent, as set forth below. Each Party and the Escrow Agent shall notify the other Party and the Escrow Agent of any name or address changes.

If to the Applicant:

**Bahram Shawn Shiralian**  
2491 West Shaw Avenue, Suite 123  
Fresno, California 93711

Copies of notices to the Applicant shall also be given to:

**H. Ty Kharazi, Esq.**  
Yarra, Kharazi, Clason & Aniotzbehere  
2000 Fresno Street, Suite 300  
Fresno, California 93721

If to the County of Fresno:

**County of Fresno**  
**Attention:** Steven White, Director of Public Works and Planning  
2220 Tulare Avenue, Sixth Floor  
Fresno, CA 93721

Copies of notices to the County shall also be given to:

Office of the Fresno County Counsel  
**Attention:** Deputy County Counsel Assigned to Land Use Matters  
2220 Tulare Street, Suite 500  
Fresno, California 93721

If to the Escrow Agent:

United Security Bank  
**Attention:** Paul Thaxter, Vice-President  
2151 W. Shaw Ave  
Fresno, CA 93711

Copies of notices to the Escrow Agent shall also be given to:

**Troy T. Ewell, Esq.**  
Wanger Jones Helsley PC

2220 265 E. River Park Circle, Suite 310  
Fresno, California 93720

Section 5.4. Governing Law; venue. This Agreement shall be governed by California law. The Parties and the Escrow Agent agree to submit to the venue of the Superior Court of the State of California in and for the County of Fresno for any legal action.

Section 5.5. Entire Agreement; execution; amendment. Each of the Parties, and the Escrow Agent, represent to the others that the person executing this Escrow Agreement on its behalf is authorized to do so by such Party or the Escrow Agent, as applicable. This Escrow Agreement sets forth the entire agreement and understanding of the Parties and the Escrow Agent related to subject matter hereof. If any provision of this Escrow Agreement is determined to be invalid in a final judgment by a court of competent jurisdiction, each and every other provision hereof shall remain in full force and effect. This Escrow Agreement may be amended or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 5.6. Waivers. The failure of a Party or the Escrow Agent at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right of such Party or the Escrow Agent at a later time to enforce the same performance. A waiver by a Party or the Escrow Agent of any condition or breach of any term, covenant, promise, representation, or warranty in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, promise, representation, or warranty in this Escrow Agreement.

Section 5.7. No Modifications. Section headings herein are only for convenience and shall in no way modify any of the terms or conditions of this Escrow Agreement. This Escrow Agreement shall in no way modify any of the terms or conditions of the Indemnification and Defense Agreement.

Section 5.8. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]



IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

**APPLICANT:**

**BAHRAM SHAWN SHIRALIAN**, an individual

By \_\_\_\_\_

Print Name: Bahram Shawn Shirah

Date: 1.5.18

**ESCROW AGENT:**

United Security Bank, a California  
banking corporation

By \_\_\_\_\_

Paul Thaxter  
Vice-President

Date: 1/5/18

**COUNTY OF FRESNO**

By Sal Quintero

Sal Quintero, Chairman of the  
Board of Supervisors of the  
County of Fresno

Date: 2-6-18

BERNICE E. SEIDEL,  
Clerk to the Board of Supervisors  
County of Fresno, State of California

By Ruthie Cuyf, Deputy

Date: Feb. 6, 2018

**EXHIBIT A-1**

[Form of Sight Draft]

**UNITED SECURITY BANK**

**SIGHT DRAFT**

DRAFT NO. [ ] DATE: [ ], 20 [ ]

At sight pay to the order of the County of Fresno, a political subdivision of the State of California, the sum of [insert in words the dollar amount that the County is drawing] us\$ [insert in numbers the dollar amount that the county is drawing].

**DRAWN UNDER UNITED SECURITY BANK**

**PAYMENT INSTRUCTIONS:** Wire transfer of payment of immediately available funds to the following financial institution account:

1. Specify name of financial institution: [ ].
2. Specify financial institution account number: [ ].
3. Specify County's ABA or other applicable identifying number: [ ].
4. Memo: Escrow Agreement (United Security Bank).

**TO: UNITED SECURITY BANK, [The County will insert the address where presentation is to be made: 855 M Street, Fresno, California; provided however if such bank location is not available to the County, then such place of presentation may be at any of United Security Bank's bank branches].**

**BY: COUNTY OF FRESNO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA:**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**[SIGNATURE INSTRUCTIONS: FOR THE TITLE, INSERT ONE OF THE FOLLOWING: Director of the Department of Public Works and Planning, County of Fresno or Assistant Director of Planning of the Department of Public Works and Planning, County of Fresno or County Administrative Officer of the County of Fresno or Auditor-Controller/Treasurer-Tax Collector of the County of Fresno]**

**EXHIBIT A-2**

**Certificate as to Authorized Signatures – County of Fresno**

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the County of Fresno and each of them, alone, is authorized on behalf of the County of Fresno to initiate and approve transactions of all types for the escrow account established under the Escrow Agreement by and among Bahram Shawn Shiralian, an individual, the County of Fresno, and United Security Bank to which this Exhibit A-2 is attached.

Name / Title

Specimen Signature

\_\_\_\_\_  
Name: Steven E. White  
Director of the Department of Public  
Works and Planning, County of Fresno

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Bernard Jimenez  
Assistant Director of Planning of the  
Department of Public Works and  
Planning, County Of Fresno

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Jean M. Rousseau  
County Administrative Officer of the  
County of Fresno

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Oscar Garcia  
Auditor-Controller/Treasurer-Tax  
Collector of the County Of Fresno

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_