

**SALE AND PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

(County of Fresno – HORIZON ENTERPRISES)

THIS SALE AND PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective this 9th day of July, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Buyer"), and Horizon Enterprises, LP, a California limited partnership ("Seller"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

RECITALS:

This Agreement is made and entered into with respect to the following facts and circumstances:

- A. Seller represents to Buyer that Seller is the sole owner of fee title of those certain real properties located at the street addresses of 192 South West Avenue, Fresno, CA 93706, and 190 South West Avenue, Fresno, CA 93706, County of Fresno, State of California, (APN's 458-270-15 and 458-060-61, respectively) which is approximately 122,839 square feet, according to a draft appraisal performed by Peter Cooper, MAI, which report is dated May 7, 2019, and any and all other improvements to such real properties, and all other personal property that Seller may have any interest in that is affixed thereto at the time of the Closing Date (as defined in Section 6.05 herein), all as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "Real Property").
- B. Buyer desires to purchase the Real Property from Seller, and Seller desires to sell the Real Property to Buyer, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, and for other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE REAL PROPERTY

- 1.1 The Real Property. Subject to all of the terms, covenants, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell the Real Property to Buyer, and Buyer agrees to buy

the Real Property from Seller, on the Closing Date (as defined in Section 6.05, herein).

- 1.02 Purchase Price. The "Purchase Price" shall be \$460,000 for the Real Property in "AS-IS" condition, under Section 2.03, herein.
- 1.03 Buyer's Deposit. The Buyer shall deposit into Escrow with Escrow Holder (as defined in Section 6.01, herein), a good faith refundable deposit of \$46,000.00 ("Buyer's Deposit") The Buyer's Deposit shall be held in an interest-bearing account for the benefit of the Buyer. It is the intent of the parties that the Buyer's Deposit, together with interest thereon, shall be applied to the purchase price of the Real Property at the close of Escrow (as defined in Section 6.01, herein). In the event Buyer terminates this Agreement for the purchase of the Real Property prior to the expiration of Buyer's Due Diligence Period (as defined in Section 2.02, herein), the entire Buyer's Deposit, plus accrued interest, shall be refunded to Buyer.
- 1.04 Payment of the Purchase Price. The Purchase Price for the Real Property shall be paid by Buyer to Seller as follows:

Buyer shall deposit into Escrow with Escrow Holder at least three (3) business days before the Closing Date (as defined in Section 6.05, herein), immediately available cash funds equal to the difference between Buyer's Deposit, including any interest on the Buyer's Deposit, and the Purchase Price, plus Buyer's share of closing costs pursuant to this Agreement.

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ARTICLE II

POSSESSION, PHYSICAL INSPECTION, AND CONDITION OF THE REAL PROPERTY

- 2.01 Possession. Subject to Buyer paying the Purchase Price, and otherwise complying with the terms and conditions of this Agreement which Buyer is required to comply with up to the Closing Date, Buyer shall have the exclusive right to own and possess the Real Property on and at all times after the Closing Date.
- 2.02 Inspection of the Real Property. Buyer and Buyer's agents, employees, and representatives (collectively "Buyer's Agents") acknowledge that Buyer commenced its inspection of the Real Property prior to Buyer's

execution of this Agreement. Buyer shall have until two (2) months following the execution of this Agreement (ending date of the "Due Diligence Period") to perform and complete all remaining due diligence regarding the Real Property, including: review of matters of title, inspection of the physical condition of the Real Property, obtaining an acceptable appraisal of the property, obtaining an acceptable Phase 1 Environmental report, termite report, and performing any other inspections, reviewing any agreements relating to the Real Property, obtaining all necessary approvals from the Board of Supervisors, and conducting other such due diligence as Buyer determines appropriate. At any time during the Due Diligence Period, at Buyer's sole discretion, Buyer shall have the right to terminate this Agreement without cause, and to cancel said Escrow with no further obligation or offset. Upon Buyer's termination of this Agreement and cancellation of Escrow, the Deposit plus any accrued interest thereon shall be immediately refunded to Buyer (less Buyer's share, herein, of any required fees to Escrow Holder).

- 2.3 "As-Is" Purchase. SUBJECT ONLY TO THOSE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 4.01 HEREIN, BUYER SHALL TAKE TITLE TO THE REAL PROPERTY, IN ITS PRESENT PHYSICAL CONDITION AND ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, DEFECTS AND DEFICIENCIES, WHETHER KNOWN OR UNKNOWN, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO BUYER AS TO THE PHYSICAL CONDITION, INCLUDING WITHOUT LIMITATION, THE STRUCTURAL SOUNDNESS THEREOF, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE REAL PROPERTY, OR ANY PORTION THEREOF, FOR ANY PARTICULAR USE OR PURPOSE BY BUYER, WHETHER OR NOT SUCH PROPOSED USE OR PURPOSE HAS BEEN COMMUNICATED TO SELLER OR IS DESIRED BY SELLER, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE PRESENCE, ABSENCE OR PROXIMITY ON, UNDER, IN, OR NEAR THE REAL PROPERTY OF ANY HAZARDOUS, TOXIC, CARCINOGENIC OR OTHERWISE HARMFUL SUBSTANCES, OR SEISMIC FAULTS OR FLOOD HAZARDS, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO WHETHER OR NOT SUCH PROPERTY COMPLIES OR DOES NOT COMPLY WITH ANY LAWS, REGULATIONS, ORDINANCES, RELATED TO THE CONDITION, USES OR OCCUPANCY THEREOF. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE OF ANY KIND OR NATURE CAUSED TO THE REAL PROPERTY, DIRECTLY OR INDIRECTLY, WHETHER OR NOT SUCH LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR**

DIMINUTION OF VALUE WAS DISCOVERED BEFORE OR AFTER THE CLOSING DATE.

BUYER ACKNOWLEDGES THAT BUYER HAS SPECIFICALLY READ AND UNDERSTOOD, AND AGREES TO, ALL OF THE PROVISIONS OF THIS SECTION 2.03:


(BUYER'S INITIALS)

ARTICLE III

CONDITION OF TITLE TO THE REAL PROPERTY

- 3.1 Condition of Title to the Real Property. Seller shall convey to the Buyer fee title to the Real Property, subject only to (i) the terms and conditions of this Agreement, and (ii) the following exceptions (the "Permitted Exceptions"):
- (a) The easements and right-of-way for public roads, public utilities and underground pipelines that are of public record.
 - (b) The lien for property taxes, assessments, fees and charges that are assessed but not yet delinquent, provided that all such taxes, assessments, fees and charges accrued as of the Closing Date shall be apportioned to and borne by Seller.
 - (c) All other exceptions to title reflected on the Preliminary Title Report prepared by Escrow Holder, and delivered to Buyer, pursuant to subsection 3.02(a), herein, and which exceptions Buyer accepts pursuant to the terms of such subsection 3.02(a).
- 3.2 Title Insurance.
- (a) 1) Buyer acknowledges its receipt of the Preliminary Title Report, as Order No. FFOM-2011900680-BW, dated January 18, 2019, at 7:30 a.m., which is incorporated by this reference;
2) Buyer shall notify Seller in writing within twenty (20) days after the Effective Date of this Agreement of any matters disclosed therein which are not acceptable to Buyer (Buyer's failure to timely so notify Seller being Buyer's acceptance of such title defect);
3) Seller shall have ten (10) days after Buyer's notice (if any) to provide Buyer with written notice of its election to cure or not to cure any title defects to which Buyer has objected or to otherwise confirm to Buyer that such title defects shall be removed prior to the Close of Escrow; and
4) if Seller fails to timely cure the defects by the ten (10) day period, this Agreement shall terminate without liability on the part of either

party. In such event, both parties shall be responsible for their respective shares, herein, of escrow costs as otherwise provided in Section 6.04, herein, of this Agreement, and Buyer shall be entitled to a full refund of the Deposit less Buyer's share of escrow costs.

- (b) At the Closing Date, and as a condition to Buyer's obligation to purchase the Real Property, Escrow Holder shall issue and deliver to Buyer, its standard coverage ALTA Owner's Policy of Title Insurance insuring title to the real Property in Buyer in the condition set forth in the Preliminary Title Report (subject to any cure by Seller) and with liability in the amount of the Purchase Price (the "Title Policy"). Buyer shall bear the cost of the ALTA policy premium over and above the cost of a standard CLTA Owner's policy, including the cost of an ALTA survey necessary to issue the ALTA Extended Owner's policy.
- (c) Buyer shall cause Escrow Holder to issue a Final Title Report, with only Permitted Exceptions, dated as of the Closing Date.

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

- 4.1 Covenants, Warranties and Representations of Seller. Seller hereby makes the following covenants, representations and warranties, and acknowledges that Buyer's execution of this Agreement has been made, and Buyer's acquisition of the Real Property will be made, in material reliance by Buyer on these covenants, representations and warranties:
- (a) Authority. As to Seller, no authorization, approval, filing, consent, qualification, registration, or other order of the State of California or authority or agency thereof, or other state or federal governmental authority or agency, or of any parent company, or affiliate company, is required for the valid authorization, execution, delivery and performance of this Agreement. Further, each individual executing this Agreement on behalf of Seller represents and warrants that he or she is duly authorized to execute this Agreement on behalf of Seller.
 - (b) No Violation. Neither this Agreement nor anything provided to be done hereunder violates or will violate any contract, agreement or instrument whatsoever, including without limitation any laws, regulations, or policies relating to any financing, grant or award agreement or instrument, to which Seller is a party, bound or obligated thereto.

- (c) Governmental Violations. To the best of Seller's knowledge, Seller has no actual, current knowledge of any written notice of any pending, threatened or unresolved violations of County, State, or Federal building, zoning, fire, or health codes or ordinances, or any other governmental law, regulation, rule or policy affecting Seller and concerning the Real Property, except that Seller acknowledges there was a Phase I Environmental Study completed by Buyer on March 26, 2019.
- (d) Eminent Domain. To the best of Seller's knowledge, Seller has no actual, current knowledge of any pending or threatened proceedings in eminent domain or otherwise that would affect the Real Property.
- (e) Litigation. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Seller involving or affecting the sale of the Real Property to Buyer, at law or in equity, before any court, administrative forum or governmental agency.
- (f) Encumbrances. Seller has not entered into any agreement with any third parties regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Buyer or the Real Property. Additionally, Seller certifies that, as of the Effective Date, there are no liens or encumbrances placed on the Real Property, or any portion thereof.
- (g) Performance. Seller shall timely perform and comply with all of Seller's covenants and agreements contained herein, and shall satisfy all conditions contained herein, that Seller is required to perform, comply with or satisfy under this Agreement.
- (h) Known Inaccurate Representations. If Buyer becomes aware that any of the representations contained in this Section 4.01 are not true and correct as of the Closing Date ("Known Inaccurate Representations"), then Buyer may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) unless Seller cures such misrepresentation to Buyer's reasonable satisfaction prior to the scheduled Closing Date, terminate this Agreement by written notice thereof to Seller and to Escrow Holder in which event the Deposit plus accumulated interest shall be returned to Buyer and the parties shall have no further right or obligation hereunder. Buyer hereby acknowledges and agrees that, upon the Closing of Escrow, any claim of Buyer relating to any Known Inaccurate Representations shall be automatically waived in full by Buyer.

- (i) Person By Which Knowledge is Measured. For purposes of Section 4.01(a)-(h), herein, where knowledge of the Seller is referenced, it shall mean the actual present knowledge of Mr. Jeff Cadenhead, Seller's Facilities Coordinator.
- (j) Inspections By Buyer. Seller acknowledges that Buyer intends to begin improving and renovating the Real Property immediately after the Closing Date. Seller agrees that upon reasonable notice to Seller, and subject to reasonable terms and conditions imposed by Seller upon any party entering the Real Property during Escrow, Buyer shall have reasonable access to the Real Property throughout Escrow up until the Closing Date, in which to conduct non-invasive inspections, obtain measurements, and to take such other reasonable steps consistent with the purposes of Buyer's planned improvements, provided however, that Buyer refrain from disturbing the normal business activities of Seller or its invitees.

4.2 Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties and acknowledges that Seller's execution of this Agreement has been made and Seller's sale of the Real Property will be made in material reliance by Seller on these covenants, representations and warranties:

- (a) Authority. Buyer has been authorized by the Fresno County Board of Supervisors to enter into this Agreement. Buyer has the full power, authority, and legal capacity to enter into and to perform Buyer's obligations under this Agreement, to purchase the Real Property as provided herein, without the need for obtaining the consent or approval of any other person, court or governmental agency, body or subdivision. The person(s) executing this Agreement shall bind Buyer to the terms and conditions of this Agreement.
- (b) Litigation. To the best of Buyer's knowledge, after having conducted a reasonably diligent investigation, Buyer has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened in writing against Buyer involving the purchase of the Real Property from Seller, at law or in equity, before any court, administrative forum or governmental agency.
- (c) No Prospective Violations. To the best of Buyer's knowledge, Buyer has no current, actual knowledge, that the execution and delivery of this Agreement violates or will violate any contract, agreement or instrument to which Buyer is a party or bound.

- (d) Performance. Buyer shall timely perform and comply with all covenants and agreements herein, and shall satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement.
- (e) For purposes of Section 4.02(a)-(d), herein, where knowledge of Buyer is referenced, it shall mean the present knowledge of Buyer's representative who executes this Agreement on behalf of Buyer.

ARTICLE V

CONDITIONS PRECEDENT

5.1 Conditions Precedent to Seller's Obligation to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- (a) Buyer shall have timely and fully performed each of the acts to be performed by it hereunder, including without limitation depositing the Purchase Price, and Buyer's share of the Closing Costs (as defined in Section 6.04, herein) into Escrow (as defined in Section 6.01, herein) with Escrow Holder prior to Buyer's respective deadlines provided in Sections 1.04 and Section 6.02(b), herein.
- (b) Each of Buyer's representations and warranties set forth in Section 4.02, herein, shall be true at the time of executing this Agreement, and as of the Closing Date, as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Seller, any or all of which may be waived in writing by Seller, in Seller's sole discretion.

5.2 Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

- (a) Seller shall have timely and fully performed every act to be performed by it hereunder, including without limitation, deposit into Escrow with Escrow Holder the Grant Deed.
- (b) Each of the representations and warranties of Seller contained in Section 4.01, and in any provision herein, shall be true at the time of executing this Agreement, and as of the Closing Date, as if affirmatively made at that time.

- (c) Escrow Holder shall issue the Title Policy as set forth in Section 3.02(b), herein, in the condition described in Sections 3.01 and 3.02, herein.
- (d) Buyer did not terminate Escrow, in its sole discretion, prior to the expiration of the Due Diligence Period, as provided in Section 2.02, herein.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived in writing by Buyer in Buyer's sole discretion.

- 5.3 Failure or Waiver of Conditions Precedent. In the event that any of the conditions set forth above in Sections 5.01 and 5.02, herein, are not fulfilled or waived in writing by the applicable Party on or before the Closing Date, this Agreement shall terminate, and all rights and obligations hereunder of each Party shall be at an end, provided however, Seller and Buyer shall be obligated to pay their respective shares, herein, of the Closing Costs in accordance with Section 6.04, herein. Seller or Buyer may elect, at any time or times prior to the Closing Date, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02, herein, as applicable. In any event, the Parties' consent as provided in this Section 5.03 up to the Closing Date shall waive any remaining unfulfilled conditions up to the Closing Date, provided however, such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement.

ARTICLE VI

ESCROW

- 6.1 Establishment of Escrow. Upon the execution of this Agreement, the Parties shall promptly open escrow (the "Escrow") with PlacerTitle Company, escrow officer Darryl Evans ("Escrow Holder"), to provide for Seller's conveyance of the Real Property to Buyer as provided herein. Prior to the Closing Date, a duplicate of this fully-executed Agreement (or Counterparts thereof) shall be deposited with Escrow Holder and shall constitute escrow instructions to Escrow Holder concerning this transaction. Escrow Holder shall notify the Buyer and Seller, in writing, of the date of "Opening of Escrow."
- 6.02 Deposits into Escrow. The Parties shall make the following deposits into Escrow with Escrow Holder:
- (a) Seller's Deposits
Seller shall deposit into Escrow with Escrow Holder two (2) business days prior to the Closing Date: (i) a Title Policy with only

Seller shall deposit into Escrow with Escrow Holder two (2) business days prior to the Closing Date: (i) a Title Policy with only the Permitted Exceptions; (ii) an executed and acknowledged original Grant Deed in the form attached hereto as Exhibit B; (iii) as necessary, Seller's share of the Closing Costs (as that term is defined in Section 6.04, herein); and, (iv) the keys, alarm codes and/or other instruments to enable access and possession of the Real Property by Buyer.

(b) Buyer's Deposits. Buyer shall deposit the following into Escrow with Escrow Holder, prior to their respective deadlines provided herein:

- i. A Preliminary Change in Ownership Report; and
- ii. Buyer's share of the Closing Costs (as that term is defined in Section 6.04, herein), at the same time that Buyer is required to deposit the funds for the Purchase Price into Escrow with Escrow Holder, pursuant to Section 1.04, herein.

(c) Title Report (Buyer's Deposit). Buyer shall cause the Escrow Holder to deposit the Final Title Report, dated as of the Closing Date, into Escrow, according to the requirements of this Agreement.

6.03 Title Insurance. At the Closing Date, Escrow Holder shall issue, effective as of that date, the Title Policy as set forth in Section 3.02, herein.

6.4 Costs and Expenses. The Parties agree that any and all of the Closing costs (collectively, the "Closing Costs") shall be borne by Seller and Buyer as follows:

- (a) Seller shall bear the base cost of the CLTA Preliminary Title Report.
- (b) Buyer shall pay the premium costs for an ALTA policy, and any endorsements which Buyer elects, in its discretion.
- (c) Recording fees, transfer taxes, and document preparation fees shall be paid by Seller, (100%).
- (d) Escrow fees and any and all other costs necessary to achieve a successful closing of Escrow, including the cost of the Final Title Report, shall be paid 50% by Seller and 50% by Buyer.
- (e) All property taxes, assessments, fees and charges accrued as of the Closing Date shall be prorated to the Closing Date, and paid by Seller.

Each Party shall bear its own legal, Broker, and accounting fees and costs.

6.5 Condition of Close; Closing Date. Unless otherwise mutually extended or shortened by the Parties in writing, the closing of Escrow shall be on September 9, 2019 (the "Closing Date").

6.6 Procedure for Closing of Escrow. Escrow Holder shall close the Escrow by doing all of the following on the Closing Date:

- (a) Fully pay from funds deposited by Buyer and Seller, the Closing Costs to Escrow Holder;
- (b) After payment of the Closing Costs to Escrow Holder, pay the balance of funds deposited by Buyer to the Seller.
- (c) Record the Grant Deed in the Official records of Fresno County, return the recorded Grant Deed to Buyer, and provide conformed copies of such recorded documents to Seller;
- (d) Deliver a copy of Buyer's and Seller's closing statements for the Escrow to the respective Parties, subject to Section 6.04, herein; and
- (f) Deliver to Buyer the original and two (2) copies of the Title Policy, in the form set forth in subsection 3.02(b), herein, at the Closing of Escrow.

6.07. Equitable & Legal Remedies: Mutual Rights of Specific Performance.

Notwithstanding anything to the contrary herein or otherwise, and based on the exchange of consideration, and further based on the material reliance by Buyer and Seller as to the validity and full enforceability of this section, this Agreement may be specifically enforced by either Buyer or Seller or both. The parties acknowledge that the rights conferred herein are unique, and specific performance is the only potentially adequate remedy. For the avoidance of any doubt, Seller may specifically enforce this Agreement and cause Buyer to buy the Real Property as provided in this Agreement, with time being of the essence. Similarly, for the avoidance of doubt, the Buyer may specifically enforce this Agreement and cause the Seller to sell the Real Property as provided in this Agreement. To the extent that Buyer or Seller exercise their right to specifically enforce this Agreement on the other party hereto, then such specific performance shall be that party's sole remedy against the other party, except that Buyer shall be liable to Seller for any damage to the Real Property caused by Buyer as a result of Buyer, or Buyer's agents' inspection of the Real Property pursuant to Section 4.01(j), herein.

ARTICLE VII

MISCELLANEOUS

- 7.01 Survival and Indemnity. Notwithstanding the Closing of Escrow, delivery of instruments, conveyances of the Real Property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement shall survive the Closing Date, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, attorney's, paralegals' and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying Party of any such representation, warranty, covenant, or agreement.
- 7.2 Brokers. It is acknowledged by both Seller and Buyer that Nick Audino, SIOR ("Broker"), represents the Seller as Seller's agent in this transaction. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent has the following affirmative obligations: (1) To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with Seller. (2) To the Buyer and Seller: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties, (b) A duty of honest and fair dealing and good faith, and (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the Real Property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above. The Parties acknowledge that other than Broker, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. Buyer and Seller each represent and warrant to the other that they have not had any dealings with any person, firm, broker, or finder in connection with the negotiation of this Agreement and/or consummation of the purchase and sale contemplated herein, other than Broker, and no broker or other person, firm or entity is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than Broker, by reason of any dealings or act of the indemnifying Party. Upon successful conclusion to this transaction, any sale

commission due to Broker shall be paid solely by Seller through escrow upon Closing, as per Seller's separate listing agreement with Broker. Buyer shall not be responsible for (a) paying any sales commission, or making any other payment, to Broker, or (b) making any payment to Seller with respect to the Broker.

- 7.2 Notices. All notices under this Agreement shall be in writing, and be either personally served, sent by (i) United States Postal Service, with postage prepaid, or (ii) a nationally recognized overnight courier service, and addressed to the respective Parties as follows:

To Buyer: COUNTY OF FRESNO
Internal Services Department (Van Ness Bldg.)
333 W. Pontiac Way
Clovis, CA 93612
Attn: Director of Internal Services/Chief Information Officer
Telephone: (559) 600-5800

To Seller: Nick Audino, SIOR
Address: Newmark Pearson Commercial
7480 North Palm Avenue, Suite 101
Fresno, CA 93711

or to such person or at such other place as either Party may from time to time designate by written notice to the other Party.

Notice given in the foregoing manner shall be deemed sufficient for all purposes hereunder on the date such notice was (i) personally delivered, deposited and postmarked with the United States Postal Service, or (ii) sent by a nationally recognized overnight courier service, and such Party shall otherwise comply with this Section 7.03 concerning the giving of notice in such manner, provided further that, in any event, notices of changes of address or termination of this Agreement shall not be effective until actual receipt. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Notices given hereunder shall not be amendments or modifications to this Agreement.

- 7.3 Entire Agreement. This Agreement, including all exhibits hereto, and all related documents referred to in this Agreement or in the

related documents, and the rights and obligations of the Parties hereto, constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof and supersedes all other Agreement negotiations, proposals, commitments, oral statements, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

7.4 Amendment. No provisions of this Agreement may be amended or modified in any manner whatsoever, except by an agreement in writing by duly authorized representatives of both Parties.

7.5 Successors. The terms, covenants, and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, and assignees of the respective Parties.

7.6 Assignment.

(a) Neither Party may assign this Agreement, or transfer any of its rights or obligations under this Agreement, or delegate any of its obligations under this Agreement, without the prior express written consent of the other Party.

(b) Any such assignment or attempted assignment, transfer or attempted transfer, delegation or attempted delegation (in any such event whether voluntary or by operation of law) and any conveyance or attempted conveyance of, grant of rights in or attempted grant of rights in, transfer of or attempted transfer (in any such event (s) whether voluntary or by operation of law) of the Real Property, or any portion thereof, or title thereto, or estate, ownership, or interest or right therein (by way of example, but not limited to, a security interest, lien, encumbrance or deed of trust) by Seller (or anyone claiming by or through Seller), without such consent shall be null and void.

7.7 Governing Law. This Agreement, including all exhibits hereto, and the rights and obligations of the Parties hereto, shall be governed in all respects, including validity, interpretation, and effect, by the laws of the state of California. For purposes of venue, the performance of this Agreement shall be deemed to be in Fresno County, California. In the event of any litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall only be Fresno County, California.

7.8 Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and

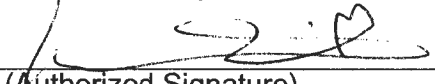
shall not affect the construction or interpretation of any of the provisions herein.

- 7.9 Counterparts. This Agreement may be executed by the Parties in different counterparts, all of which together shall constitute one agreement, even though all Parties may not have signed the same document.
- 7.10 Time. Time is of the essence of this Agreement.
- 7.11 No Third-Party Beneficiaries. Notwithstanding anything stated to the contrary herein, there shall not be any intended third-party beneficiaries of this Agreement whatsoever.
- 7.12 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless it would be unreasonable to do so in light of the object of this Agreement as a whole.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

Horizon Enterprises, LP

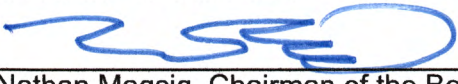

(Authorized Signature)

MARTIN WEIL
Print Name & Title

5545 NO. FRESNO ST APT 214

FRESNO CA 93710
Mailing Address

COUNTY OF FRESNO


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0400
Subclass: 10055
ORG: 8855
Account: 8100
Program: 91340

Exhibit A
Real Property Description

The property referred to in this appraisal report is situated in the State of California, County of Fresno, City of Fresno, and is described as Parcels B and D of Parcel Map No. 2005-15, recorded in Book 65, Pages 93 to 95 of Parcel Maps of Fresno County Records.

The property is also identified as Fresno County Assessor's parcel numbers 458-060-61 and 458-270-15.

Exhibit B
Grant Deed

Recording Requested By:
When Recorded Mail To:
The County of Fresno
Internal Services Department
333 W. Pontiac Way
Clovis, CA 93612

Exempt from Recording Fees; Government
Code §§ 27383, 27388.1(a)(2)(D) (AB 110,
SB 2)

Grant Deed

(Fee Simple)

Horizon Enterprises, LP ("Grantor"), hereby grants to the COUNTY OF FRESNO, a political subdivision of the State of California ("Grantee"), the real property in the City of Fresno, in the County of Fresno, State of California, described as follows:

Legal description attached as Exhibit 1 and incorporated by this reference.

GRANTEE:
COUNTY OF FRESNO, a political
subdivision of the State of California

GRANTOR:
Horizon Enterprises, LP

By: _____
Robert W. Bash, Director Internal
Services Department/Chief Information
Officer

Date: _____

By: _____

Date
: _____