

AGREEMENT FOR PURCHASE AND SALE

This Agreement for Purchase and Sale (“Agreement”) of the real property commonly known as 720 N. Ventura Road, Port Hueneme, CA 93041 and the intangible personal property located thereon (collectively the “Property”), dated June 27, 2023 for reference purposes, is made and entered into on the last date executed below (“Effective Date”) by and between County of Ventura (“Buyer”) and Jonathan Richard Weisfuss, as to an undivided 50% interest, and The Witt and Kroger Living Trust, UTD September 18, 2020, John Richard Witt, Jr. and Marietta Kroger, Trustees, as to an undivided 50% interest (collectively, “Seller”). Buyer and Seller may individually be referred to as a “Party” or collectively as the “Parties.”

RECITALS

A. Defined terms shall have the meaning set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Buyer desires to purchase the Property and Seller desires to sell the Property, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and agreements set forth herein, and the sums to be paid by Buyer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1

BASIC INFORMATION

1.1 Certain Basic Terms. The following defined terms shall have the meanings set forth below:

1.1.1 Purchase Price: The purchase price is \$2,400,000.00 in cash (“Purchase Price”); the purchase of the Property is not contingent on Buyer obtaining a loan.

1.1.2 Title Company: Fidelity National Title
1000 Town Center Drive, Suite 125
Oxnard, CA 93036

Attention: Lisa Figgins
Facsimile: (805) 991-1651

1.1.3 Escrow Holder: Fidelity National Title
1000 Town Center Drive, Suite 125
Oxnard, CA 93036
Attention: Lisa Figgins
Facsimile: (805) 991-1651

1.1.4 Seller's Broker: Ron Barron
Engel & Volkers Westlake Village
960 S. Westlake Boulevard, Suite 10
Westlake Village, CA 91361
Facsimile: (805)

1.1.5 Closing Date: The completion of the sales transaction under this Agreement ("Closing") shall occur on or before 30 days from the Effective Date ("Closing Date") at the offices of Escrow Holder. The Property shall be vacant with no remaining tenants at least five (5) days prior to the Closing Date.

1.1.6 Property: The Property consists of, collectively, all of Seller's right, title and interest in and to: (i) the real property ("Real Property"); and (ii) the intangible personal property ("Intangible Personal Property").

1.1.7 Real Property: The Real Property means, collectively: (i) the land described in Exhibit A attached hereto (the "Land"); (ii) all improvements located on the Land (collectively, the "Improvements"); and (iii) all rights, benefits, privileges, easements, and appurtenances on the Land or pertaining thereto.

1.1.8 Intangible Personal Property. The Intangible Personal Property means collectively those items related to the Real Property, including, without limitation, to the extent assignable and where applicable: (i) all plans and specifications and other architectural and engineering reports or drawings for the Improvements; (ii) indemnities and warranties related to the Improvements; and (iii) governmental permits, approvals and licenses; development rights, agreements and applications, signage applications, rights and permits. Intangible Personal Property shall not, however, include any maintenance, service, construction, supply, or equipment rental contracts pertaining to the Real Property, as Seller is not assigning to, and Buyer is not assuming, any such contracts at Closing. As used herein, the "Excluded Documents and Information" shall mean any confidential, privileged or proprietary documents or information of Seller and/or Seller's managing agent, including, without limitation: any documents or information involving Seller's financing and/or refinancing of the Property; any purchase and escrow agreements and correspondence pertaining to Seller's acquisition of the Property; any documents pertaining to the potential acquisition of the Property by any past or prospective purchasers; any third-party purchase inquiries and correspondence; appraisals of the Property; documents related to Seller's valuation of, and marketing efforts with respect to, the Property (including marketing and business plans); Seller's entity documentation; internal budgets, financial projections and/or audits and any other internally-generated information reasonably intended by Seller to remain confidential or proprietary (except the original books and records pertaining to the operation of the Property shall not be Excluded Documents and Information); any documents or information subject to attorney/client privilege; and attorney work product.

1.2 Closing Costs. Closing costs shall be allocated and paid as follows:

Cost	Responsible Party
PTR delivered pursuant to Section 5.1	Seller
Premium for ALTA Standard Coverage form Title Policy required to be delivered pursuant to Section 5.3	Seller
Premium for additional, incremental charge for ALTA Extended Coverage and any endorsements desired by Buyer, any inspection fee charged by the Title Company, and any other Title Company charges	Buyer
Costs of any revisions, modifications or re-certifications of the Existing Survey	Buyer
Recording fees	Buyer (except Seller shall pay for recording fees to release deeds of trust and mechanics' liens recorded against the Property that were created by, under or through Seller for the Title Company to issue the Title Policy pursuant to Section 5.3)
Any city and county documentary transfer taxes	Seller shall pay ½ Buyer shall pay ½
Any escrow fee charged by Escrow Holder for conducting the Closing	Buyer shall pay ½ Seller shall pay ½
Real estate sales commission to Seller's Broker	Seller
All other Closing costs, expenses, charges and fees	Per custom in the county in which the Property is located (except each Party shall pay its own attorneys' fees)

1.3 Notice Addresses:

Buyer:

County of Ventura
800 South Victoria Avenue
Ventura, California 93009
Attn: George Andrade
Manager, Real Estate Services

Copy to:

County of Ventura
800 South Victoria Avenue
Ventura, California 93009
Attn: Karen V. Marble
Assistant County Counsel

Seller:

Copy to:

Jonathan Richard Weisfuss
2460 Oldham Circle
Oxnard, California 93035

John Richard Witt, Jr. and Marietta Kroger,
Trustees of The Witt and Kroger Living
Trust, UTD September 18, 2020

ARTICLE 2

PURCHASE AND SALE

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

ARTICLE 3

PAYMENT OF PURCHASE PRICE

At least two (2) business days prior to the Closing Date, Buyer shall wire the Purchase Price and Buyer's share of closing costs, prorations, and charges pursuant to this Agreement (collectively "Buyer's Funds"), in available U.S. funds to Escrow Holder's trust account. Escrow Holder shall deposit Buyer's Funds into an FDIC insured interest-bearing account and shall promptly provide Buyer and Seller with confirmation of the deposit. Such account shall have no penalty for early withdrawal. All interest accrued on Buyer's Funds shall be for the benefit of Buyer and shall be added to and become part of Buyer's Funds.

ARTICLE 4

DUE DILIGENCE

4.1 **Due Diligence Inspections.** Buyer acknowledges and agrees that Buyer has conducted, performed, analyzed, reviewed and approved all engineering, environmental, geologic, use, development and other inspections, tests, reviews and studies of the Property (and all aspects thereof, including, without limitation, the physical condition of the Property), and all documents, materials, reports, records and files delivered or made available to Buyer with respect to the Property, as Buyer shall have desired to conduct, perform, analyze and/or review. In connection with such inspections, tests, reviews and studies, Seller and Buyer agree as follows:

4.1.1 Buyer shall have the right to continue to conduct a Phase I Environmental Site Assessment (ESA) of the Property so long as Buyer complies with the confidentiality provisions set forth in Section 4.3 below; provided, however, that in no event shall (i) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, or (ii) Buyer or its agents or representatives conduct any physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "Physical Testing"), without

Seller's prior written consent, which consent may be given or withheld in Seller's reasonable discretion. In the event Buyer desires to conduct any such Physical Testing of the Property, then Buyer shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval may be given or withheld in Seller's reasonable discretion. Should Seller refuse consent, Buyer shall have the right to terminate this Agreement without any further obligation to Seller, and Seller shall be responsible for any customary costs associated with title and escrow.

4.1.2 Buyer acknowledges that Buyer has previously been provided with copies of documents, materials, reports, records, existing files pertaining to the Property, and Buyer has also been provided with reasonable access (and Buyer will continue to be provided reasonable access upon prior or reasonable notice to Seller) to Seller's documents, materials, reports, records and files pertaining to the physical condition of the Property except for the Excluded Documents and Information. All of such documents, materials, reports, records and files previously or hereafter delivered to, made available to, copied and/or reviewed by Buyer shall sometimes be referred to collectively herein as the "Property Documents." Buyer acknowledges and agrees that: (i) except as expressly set forth in this Agreement and in the Closing documents and instruments executed and delivered by Seller at the Closing (collectively, the "Transaction Documents"), Seller has not made nor is making any representation or warranty regarding the truth, accuracy or completeness of the Property Documents (or any statements or information contained therein) or the sources thereof; (ii) some if not all of the Property Documents were prepared by third parties other than Seller; and (iii) Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents (or any of the statements or information contained therein), and has provided or is providing the Property Documents or has made or is making the same available for Buyer's review solely as an accommodation to Buyer.

4.1.3 Buyer shall have the right to conduct additional physical inspections, tests and studies of the Property and access and review the Property Documents subject to the conditions and restrictions contained in this Agreement. Buyer shall have the right, by delivery of written notice to Seller within two (2) business days following Buyer's receipt of the adverse information described below (but not otherwise), to terminate this Agreement based upon the information revealed by or contained within, or Buyer's review of, any such additional inspections, tests, studies and/or Property Documents but only if such documents or tests reveal information of significant damage or other adverse condition of the Property that if known to Buyer prior to entering into this Agreement would have caused a reasonable Buyer not to make an offer to purchase the Property.

4.2 Return of Documents and Reports. If this Agreement terminates for any reason, then: (i) Buyer shall promptly return and/or deliver to Seller all Property Documents delivered by Seller to Buyer and destroy any copies thereof made, received or retained by Buyer; and (ii) at Seller's request and expense, Buyer shall deliver to Seller (without any representation or warranty and subject to the rights of the Parties that prepared the same) copies of all third-party reports, investigations and studies (other than economic analyses and documents prepared by Buyer's attorneys that are subject to the attorney-client privilege, any internal budgets, financial projections, documents containing attorney work product, confidential or privileged information, and/or any other internal documents) (collectively, the "Reports") prepared for Buyer in connection with its review of the Property. Buyer's obligation to deliver the Property Documents and the Reports to Seller shall survive the termination of this Agreement.

4.3 Proprietary Information; Confidentiality. Buyer acknowledges that the Property Documents which are not recorded or public documents (collectively, the "Non-Public Property Documents") are proprietary and confidential and have been or will be delivered to Buyer or have been or will be made available for Buyer's review solely to assist Buyer in determining the feasibility of purchasing the Property. Prior to the Closing, Buyer shall not use the Non-Public Property Documents or

any information gained by Buyer's review thereof, or the contents and results of any tests, inspections, studies and reports with respect to the Property previously or hereafter made by or on behalf of Buyer (the Non-Public Property Documents, any such information gained by Buyer's review thereof, and the contents and results of any such tests, inspections, studies and reports are sometimes collectively referred to herein as the "Confidential Information") for any purpose other than as set forth in the preceding sentence. Prior to the Closing, Buyer shall not disclose the Confidential Information to any person other than (i) as required by applicable law, and/or (ii) to those agents, employees, consultants, attorneys and representatives of Buyer who are responsible for determining the feasibility of Buyer's acquisition of the Property and who have agreed to preserve the confidentiality of the Confidential Information as required hereby (collectively, "Permitted Outside Parties"). In permitting Buyer and the Permitted Outside Parties to review the Non-Public Property Documents or any other Confidential Information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third-party benefits or relationships of any kind, either express or implied, have been offered, intended or created.

4.4 Buyer's Indemnity. Buyer shall indemnify, defend and hold Seller harmless from and against all third-party liens, claims, liabilities, damages, losses, costs, expenses, actions and causes of action arising out of (i) any entry onto the Property by, or any tests, investigations, inspections or studies of the Property performed by, Buyer or Buyer's agents, contractors, employees and/or representatives, and/or (ii) any material breach by Buyer of any of the foregoing terms or provisions of Section 4.3; provided, however, this indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (e.g., latent environmental contamination) pursuant to a test undertaken in compliance with the terms hereof. Buyer's obligations under this Section 4.4 shall survive the termination of this Agreement and shall survive the Closing.

4.5 Natural Hazard Disclosure. Seller is required to disclose if any of the Real Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency; (ii) an area of potential flooding; (iii) a very high fire hazard severity zone; (iv) a wild land area that may contain substantial forest fire risks and hazards; (v) an earthquake fault or special studies zone; or (vi) a seismic hazard zone. Buyer and Seller acknowledge Seller has employed the services of Disclosure Source ("Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations with respect to the natural hazards referred to above and to report the results of its examination to Buyer and Seller in writing. Buyer acknowledges receipt and approval of the written report prepared by the Natural Hazard Expert regarding the results of its examination and confirms that same. Buyer fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply, and the Natural Hazard Expert shall be deemed to be an expert dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

4.6 Section 25359.7 of Health and Safety Code. Section 25359.7 of the California Health and Safety Code requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substance has come to be located on or beneath the real property to provide written notice of such to a buyer of the real property. Seller represents that the sole inquiry and investigation Seller has conducted in connection with the environmental condition of the Property is to obtain and/or review those certain environmental assessments and studies of the Property delivered to Buyer pursuant to this Agreement (collectively, "Seller's Environmental Reports") and Seller warrants that it has no actual knowledge of any release not set forth therein. Buyer (a) acknowledges Buyer's receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code; and (b) is fully aware of the matters described in the Seller's Environmental Reports. The

representations, warranties and agreements set forth in this Section 4.6 shall survive the consummation of the transactions contemplated hereby.

4.7 Energy Performance Disclosure Information. Section 25402.10 of the California Public Resources Code permits building owners to disclose the energy performance of certain non-residential buildings to a prospective buyer prior to the execution of a sales contract. Seller may disclose to Buyer, in Seller's discretion, the Energy Use Data, the ENERGY STAR® Score and Data Verification Checklist (as such terms are defined in Section 1681 of Title 20, Division 2, Chapter 4, Article 9 of the California Code of Regulations) for the Improvements (collectively, the "Energy Performance Disclosure Information"). Buyer acknowledges and agrees that any disclosure of the Energy Performance Disclosure Information is for the current occupancy and use of the Improvements and that the energy profile of the Improvements will vary depending on future occupancy/use of the Improvements. Buyer agrees that Seller shall have no liability to Buyer for any errors or omissions in the Energy Performance Disclosure Information.

ARTICLE 5

TITLE AND SURVEY

5.1 Preliminary Title Report. Prior to the Effective Date, Seller or the Title Company delivered to Buyer (or made available to Buyer electronically via website drop box or other account): (i) the title report for the Real Property listed on Exhibit B (the "PTR") issued by the Title Company; and (ii) copies of all documents of record referred to in the PTR as exceptions to title ("Title Documents").

5.2 Survey. Prior to the Effective Date, Seller delivered to Buyer (or made available to Buyer electronically via website drop box or other account) the ALTA Survey of the Real Property listed on Exhibit A ("Existing Survey"). Buyer may elect, at its expense, to modify or re-certify the Existing Survey (the Existing Survey, as may be so modified or re-certified, the "Survey") as necessary in order for the Title Company to delete the survey exception from the Title Policy and/or issue ALTA Extended Coverage title insurance, or to otherwise satisfy Buyer's objectives; however, the issuance and/or receipt of such modified or re-certified Survey shall not be a condition precedent to, or delay, the Closing.

5.3 Delivery of Title Policy at Closing. Buyer's obligation to purchase the Property shall be subject to and conditioned upon the Title Company's willingness to issue, upon the sole condition of the payment of its regularly scheduled premium, an ALTA Standard Coverage owner's policy of title insurance (the "Title Policy"), insuring Buyer in the amount of the Purchase Price that fee simple title to the Real Property is vested in Buyer as of the Closing, subject only to the standard preprinted conditions and exceptions and the Permitted Exceptions (as defined below). Buyer shall have the right to request that the Title Company issue ALTA Extended Coverage title insurance as part of the Title Policy together with such endorsements as Buyer may request as long as the issuance of such ALTA Extended Coverage with endorsements is not a condition precedent to the Closing (provided, however, the issuance of such ALTA Extended Coverage and/or endorsements shall be a condition precedent to Buyer's obligation to purchase the Property if and only if Buyer obtained and delivered to Seller, at least two (2) business days prior to the Closing Date, a pro forma policy and irrevocable commitment to issue such policy from the Title Company exhibiting the agreed-upon endorsements and survey matters in accordance with this Agreement, without any obligation on Seller's part to execute any affidavits, certificates or other documents or incur any expense or liability as a condition to issuance of such endorsements, other than a standard Owner's affidavit regarding leases reasonably approved by Seller). Buyer shall pay for all costs of such ALTA Extended Coverage in excess of ALTA Standard Coverage, and the costs of all such endorsements requested by Buyer. In the event of any failure of such condition in this Section 5.3, Buyer shall have the right to terminate this Agreement, in which case the entire amount of the Buyer's Funds

then held by Escrow Holder shall be immediately returned to Buyer and the Parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement.

5.4 Permitted Exceptions. The term “Permitted Exceptions” shall mean, collectively: (i) the specific exceptions listed in the PTR; (ii) matters created by, through or under Buyer; (iii) items shown on the Survey; and (iv) real estate taxes not yet due and payable if any.

ARTICLE 6

OPERATIONS AND RISK OF LOSS

6.1 Ongoing Operations. From the Effective Date through Closing:

6.1.1 No Contracts. Seller will not enter into any contract that will be an obligation affecting the Property or Buyer subsequent to the Closing.

6.1.2 Maintenance and Operation of Improvements; Removal of Personal Property. Subject to Sections 6.2 and 6.3, Seller shall maintain and operate all Improvements substantially in their present condition (ordinary wear and tear and casualty excepted) and in a manner consistent with Seller's maintenance and operation of the Improvements during Seller's period of ownership.

6.1.3 Transfers, Conveyances and Encumbrances. Seller shall not transfer, convey or encumber all or any portion of the Property or subject the Property to any additional liens or encumbrances.

6.2 Damage. If prior to Closing the Real Property is damaged by fire or other casualty, Seller shall cause an independent third party to estimate the cost to repair and the time required to complete repairs and will provide Buyer written notice of such independent third party's estimation (together with supporting documentation therefor in sufficient detail) (the “Casualty Notice”) as soon as reasonably possible after the occurrence of the casualty.

6.2.1 Material. In the event of any Material Damage to or destruction of the Property or any portion thereof prior to Closing, Buyer may, at its option, terminate this Agreement by delivering written termination notice to Seller within ten (10) days after the date Seller delivers the Casualty Notice to Buyer (and, if necessary, the Closing Date shall be automatically extended to give Buyer the full 10-day period to make such election). Upon any such termination, the entire amount of the Buyer's Funds then held by Escrow Holder shall be returned to Buyer and the Parties hereto shall have no further rights or obligations hereunder, other than those that by their terms survive the termination of this Agreement. If Buyer does not terminate this Agreement within said ten (10) day period, then (i) the Parties shall proceed under this Agreement and close on schedule (subject to extension of the Closing Date as provided hereinabove), (ii) as of Closing, Seller shall assign to Buyer all of Seller's rights in and to any resulting property damage insurance proceeds due Seller as a result of such damage or destruction and Buyer shall assume full responsibility for all needed repairs, and (iii) Buyer shall receive a credit at Closing for any deductible amount under such property damage insurance policy. For the purposes of this Agreement, “Material Damage” and “Materially Damaged” means damage which, in Seller's reasonable estimation, exceeds \$50,000.00 to repair (as evidenced by independent third-party reports).

6.2.2 Not Material. If the Property is not Materially Damaged, then neither Buyer nor Seller shall have the right to terminate this Agreement, and Seller shall, at its option, either: (i) repair the damage before the Closing in a manner reasonably satisfactory to Buyer; or (ii) assign to Buyer, without

representation or warranty by or recourse against Seller, all of Seller's rights in and to any resulting property damage insurance proceeds due to Seller as a result of such damage or destruction and Buyer shall assume full responsibility for all needed repairs, and Buyer shall receive a credit at Closing for any deductible amount under such property damage insurance policy.

6.3 Condemnation. If proceedings in eminent domain are instituted with respect to the Real Property or any portion thereof by any governmental agency other than Buyer, then Buyer may, at its option, by written notice to Seller given within ten (10) days after Seller notifies Buyer of such proceedings (and if necessary the Closing Date shall be automatically extended to give Buyer the full ten (10) day period to make such election), either: (i) terminate this Agreement, in which case the entire amount of the Buyer's Funds then held by Escrow Holder shall be immediately returned to Buyer and the Parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement; or (ii) proceed under this Agreement, in which case Seller shall, at the Closing, assign to Buyer its entire right, title and interest in and to any condemnation award, and Buyer shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect thereto. If Buyer does not give Seller written notice of its election within the time required above, then Buyer shall be deemed to have elected the option in clause (ii) hereinabove.

ARTICLE 7

CLOSING

7.1 Closing. The completion of this sales transaction ("Closing") shall occur on the Closing Date at the offices of Escrow Holder pursuant to Section 1.1.5. The Property shall be vacant with no remaining tenants at least five (5) days prior to the Closing Date.

7.2 Conditions to Parties' Obligation to Close. In addition to all other conditions set forth herein, the respective obligations of the Parties to complete the purchase and sale of the Property are conditioned upon the following:

7.2.1 Representations and Warranties. Each Party deems its representations and warranties contained in this Agreement are true and correct in all material respects provided, however, if as of the Effective Date Buyer is actually aware (by disclosures delivered in writing by Seller to Buyer prior to the Effective Date) or as a result of any information contained in the Property Documents, the Title Documents or any other document delivered or made available to Buyer that any of Seller's representations and warranties are not true and correct in all material respects, then such inaccuracy shall not be a breach of such representations and warranties or the failure of the condition in this Section 7.2.1;

7.2.2 Deliveries. By the Closing Date, each Party shall tender all deliveries as set forth in Sections 7.3 and 7.4 below.

7.2.3 Actions, Suits, etc. Each Party represents and warrants that there are no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, filed against that Party that would prevent such Party from performing its obligations under this Agreement.

So long as a Party is not in material breach hereunder (including, without limitation, Seller not being in breach under Section 7.3 and the first sentence of Section 7.5 and Buyer not being in breach under Sections 7.4 and 7.6 and the first sentence of Section 7.5), if any condition to such Party's obligation to proceed with the Closing hereunder has not been satisfied or waived by such Party as of the Closing Date (or such earlier date as is provided herein), then such non-breaching Party may, in its sole

discretion, elect either to: (i) terminate this Agreement by delivering written notice to the other Party on or before the Closing Date; or (ii) close notwithstanding the non-satisfaction of such condition (in which case such Party shall be deemed to have waived such non-satisfied condition, and there shall be no liability on the part of the other Party hereto for any inaccuracies of representations and warranties of which the Party electing to close had knowledge at the Closing). If Buyer elects to terminate this Agreement pursuant to the foregoing, it shall be entitled to receive the entire amount of the Buyer's Funds then held by Escrow Holder; provided, however, nothing contained herein shall be deemed or construed to relieve Buyer or Seller of any liability hereunder or waive any of Buyer's or Seller's remedies if a Closing condition is not satisfied due to a material breach by Seller or Buyer under this Agreement.

7.3 Seller's Deliveries in Escrow. By the Closing Date, Seller shall deliver to Escrow Holder the following documents executed by Seller:

7.3.1 A notarized grant deed in the form of Exhibit C attached hereto (the "Deed");

7.3.2 Bill of Sale, Assignment and Assumption. A Bill of Sale, Assignment and Assumption, if any, in the form of Exhibit D attached hereto (the "Assignment");

7.3.3 Conveyance or Transfer Tax Forms or Returns. Such conveyance or transfer tax forms (including a preliminary change in ownership) and tax returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property and the recording of the Deed;

7.3.4 Seller's Non-Foreign Status Affidavit. An affidavit as required by the Foreign Investors Real Property Tax Act (as amended) and California Revenue and Taxation Code Section 18805.

7.3.5 Additional Documents. Any additional documents that Buyer, Escrow Holder or the Title Company may reasonably require for the completion of the transaction (but no such additional document shall expand any existing or result in any new obligation, covenant, representation or warranty of Seller to Buyer under this Agreement beyond those expressly set forth in this Agreement).

7.4 Buyer's Deliveries in Escrow. By the Closing Date, Buyer shall deliver to Escrow Holder the following:

7.4.1 Bill of Sale, Assignment and Assumption. The Assignment executed by Buyer;

7.4.2 Transfer Tax Forms or Returns. Such conveyance or transfer tax forms (including a preliminary change in ownership) and tax returns, if any, as are required to be delivered or signed by Buyer prior to the Closing Date by applicable state and local law in connection with the conveyance of the Property and the recording of the Deed; and

7.4.3 Additional Documents. Any additional documents that Seller, Escrow Holder or the Title Company may require for the completion of the transaction contemplated by this Agreement (but no such additional document shall expand any existing or result in any new obligation, covenant, representation or warranty of Buyer under this Agreement beyond those expressly set forth in this Agreement).

7.5 Closing Statements. Three days prior to the Closing Date, Seller and Buyer shall each deposit with Escrow Holder signed estimated closing statements consistent with this Agreement.

7.6 Purchase Price. At least two (2) business days prior to the Closing Date, Buyer shall deliver to Escrow Holder Buyer's Funds pursuant to Article 3.

7.7 Possession. The Property shall be vacant with no remaining tenants at least five (5) days prior to the Closing Date. On the Closing Date, Seller shall deliver to Buyer possession of the Property (which includes the Intangible Personal Property and the Real Property).

7.8 Delivery of Books and Records. Within five (5) business days after the Closing Date, Seller shall deliver, at Seller's expense, to the notice address for Buyer listed herein the following Intangible Personal Property including all documents and materials pertaining to the Property to the extent in Seller's or Seller's property manager's possession or control such as maintenance records and warranties; plans and specifications; licenses, permits and certificates of occupancy; copies or originals of all books and records of account; receipts for deposits, unpaid bills and other papers or documents which pertain to the Property; all advertising materials; booklets; keys; and other items, if any, used in the operation, maintenance or management of the Property.

7.9 Prorations. At Closing, the following items shall be prorated as of the Closing Date with all items of income and expense for the Property being borne by Seller from and after (and including) the Closing Date: Fees and assessments; prepaid expenses and obligations under contract related to the operation, ownership or management of the Real Property, including maintenance, service, supply and equipment rental contracts, if any; accrued operating expenses; real and personal ad valorem taxes ("Taxes"); and any assessments by private covenant for the then-current calendar year of Closing. Specifically, the following shall apply to such prorations:

7.9.1 Taxes. If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing. Any additional Taxes relating to the year of Closing arising out of a change in the use of the Real Property or a change in ownership shall be assumed by Buyer effective as of Closing and paid by Buyer when due and payable, and Buyer shall indemnify Seller from and against any and all such Taxes, which indemnification obligation shall survive the Closing.

7.9.2 Utilities. Buyer shall take all steps necessary to effectuate the transfer of all utilities to its name as of the Closing Date, and where necessary, post deposits with the utility companies. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date.

7.9.3 Intentionally Omitted.

7.9.3.1 Intentionally Omitted.

7.9.3.2 Intentionally Omitted.

7.10 Final Adjustment After Closing. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 7.9, then Buyer and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within 30 days of written notice. All such rights and obligations shall survive the Closing.

7.11 Intentionally Omitted.

ARTICLE 8

COMMISSIONS

8.1 Closing Costs. Closing costs shall be allocated between Seller and Buyer in accordance with Section 1.2.

8.2 Commissions. Seller shall instruct Escrow Holder to pay Seller's Broker (identified in Section 1.1.6) a real estate sales commission on or promptly after the Closing (but only if the Closing occurs in accordance with this Agreement) pursuant to a separate agreement between Seller and Seller's Broker. Seller and Buyer each (i) represents and warrants to the other Party that, with respect to Seller's Broker, the representing Party has not authorized any broker or finder to act on its behalf, or dealt with any broker or finder purporting to act on its behalf, in connection with this Agreement or the transaction contemplated hereby, and (ii) agrees to and does hereby indemnify and hold the other Party harmless from and against third-party claims for the payment of any commission to any other person or entity (other than Seller's Broker) claiming by, through or under the indemnifying Party in connection with this Agreement or the transaction contemplated hereby. The foregoing indemnities shall extend to any and all claims, liabilities, costs and expenses arising as a result of such indemnified third-party claims and shall survive the Closing.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

9.1.1 Authority. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the Transaction Documents (the Agreement, Escrow Instructions, Grant Deed, Bill of Sale and any other documents provided by escrow necessary to consummate this transaction) to be delivered by Seller at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

9.1.2 Conflicts and Pending Actions. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. To Seller's knowledge, as of the Effective Date, there is no action or proceeding pending or threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

9.1.3 Employees. As of the Closing, there will be no employees of Seller who will become employees of Buyer solely as a result of the sale of the Property to Buyer.

9.1.4 Notices from Governmental Authorities. To Seller's knowledge, except as otherwise disclosed by or contained in the Property Documents, as of the Effective Date, Seller has not received from any governmental authority written notice of any material violation of any laws applicable (or alleged to be applicable) to the Property that has not been corrected.

9.1.5 Litigation. To Seller's knowledge, except as otherwise disclosed by or contained in the Property Documents, as of the Effective Date: (i) Seller is not a party to any litigation or other court proceeding which adversely affects the Property; and (ii) Seller has not received any written notice threatening any such litigation or other court proceeding which adversely affects the Property.

9.1.6 Eminent Domain. To Seller's knowledge, except as otherwise disclosed by or described in the Property Documents, as of the Effective Date, Seller has received no written notice of any condemnation or eminent domain proceeding pending or threatened, with regard to the Property.

9.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

9.2.1 Authority. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the Transaction Documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.

9.2.2 Conflicts and Pending Actions. There is no agreement to which Buyer is a party or, to Buyer's knowledge, binding on Buyer which is in conflict with this Agreement. To Buyer's knowledge, as of the Effective Date there is no action or proceeding pending or threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

9.2.3 ERISA. Either (i) no portion of the assets used to acquire the Property constitutes assets of any employee benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), any plan, account or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code ("Similar Laws"), or an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement or (ii) the acquisition of the Property will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law.

9.3 Survival of Representations and Warranties. The representations and warranties set forth in this Article 9 shall not be deemed to be merged into or waived by the Transaction Documents but shall survive the Closing for a period of nine (9) months (the "Survival Period"), except that the Survival Period for Buyer's representations and warranties set forth in Section 9.2.3 shall be unlimited. Terms such as "to Seller's knowledge" or like phrases: (i) mean the actual present and conscious awareness or knowledge of Seller's officers and agents (each, a "Knowledge Party"), without any duty of inquiry or investigation (provided that so qualifying Seller's knowledge shall not give rise to any personal liability on the part of any Knowledge Party or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein; and (ii) do not include constructive knowledge, imputed knowledge, or knowledge Seller or such persons do not have but could have obtained through further investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

ARTICLE 10

BREACH AND REMEDIES

10.1 Seller's Remedies. If the Closing and the completion of the transaction herein contemplated do not occur by reason of any material breach by Buyer under this Agreement (including any breach by Buyer under Section 7.4, Section 7.6 and/or the first sentence of Section 7.5), or if prior to the Closing any one or more of Buyer's representations or warranties in Section 9.2 are breached in any material respect and Seller has knowledge of such breach prior to the Closing, then Seller shall be entitled, as its sole remedies (except as provided in Sections 4.3 and 10.3), to either: (i) with respect to a

breach of Buyer's representations or warranties, waive such breach and proceed to the Closing; (ii) terminate this Agreement and recover from Buyer any and all damages resulting from such breach and/or breach that are recoverable at law and/or in equity, including, without limitation, reimbursement of up to, but not exceeding, \$15,000.00, for the actual out-of-pocket expenses incurred by Seller and paid to Seller's attorneys in connection with the negotiation of this Agreement, but specifically excluding special or punitive damages or any other attorneys' fees; or (iii) enforce specific performance; provided, however, as a condition precedent to Seller's right to enforce specific performance against Buyer, a suit for specific performance must be filed by Seller in a proper court in the county in which the Property is located by the 30th day following the scheduled Closing Date. Notwithstanding anything in this Section 10.1 to the contrary, in the event of Buyer's breach or a termination of this Agreement, Seller shall have all remedies available at law or in equity if Buyer or any party affiliated with Buyer is asserting any claims or right to the Property (including, without limitation, the recording of a lis pendens or other lien against the Property or the seeking of an injunction or similar relief) that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Property. If the Closing is consummated, Seller shall have all remedies available at law and/or in equity if Buyer fails to perform any of Buyer's post-Closing obligations under this Agreement.

10.2 Buyer's Remedies. If the Closing and the completion of the transaction herein contemplated do not occur by reason of any material breach by Seller under this Agreement (including any breach by Seller under Section 7.3 and/or the first sentence of Section 7.5), or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect and Buyer did not have actual knowledge of such breach of such representations and warranties as of the Effective Date, then, Buyer shall elect, as its sole remedy, either to:

- (i) waive said failure or breach and proceed to the Closing;
- (ii) terminate this Agreement by giving Seller written notice of such election prior to the Closing Date and recover from (A) Escrow Holder, the entire amount of the Buyer's Funds then held by Escrow Holder, and (B) Seller, Buyer's Third-Party Expenses (as defined below), not to exceed \$25,000.00; or
- (iii) enforce specific performance; provided, however, as conditions precedent to Buyer's right to enforce specific performance against Seller (including the filing of a lis pendens or other claim or lien against the Property), all of the following must first have occurred: (A) a suit for specific performance must be filed by Buyer in a proper court in the county in which the Property is located by the 30th day following the scheduled Closing Date; (B) Buyer must have provided Seller with evidence that Buyer is ready and able to perform its contractual obligations under this Agreement (including, without limitation, payment of the Purchase Price) if a specific performance decree is issued; and (C) Buyer must have performed or tendered performance of all of its material obligations under this Agreement. Buyer hereby waives any and all rights Buyer may have to obtain specific performance and to file a lis pendens or any other claim or lien against the Property unless and until the express conditions precedent set forth above in this clause (iii) have been satisfied.

For purposes hereof, "Buyer's Third-Party Expenses" shall mean the actual out-of-pocket expenses incurred by Buyer and paid to (1) Buyer's attorneys in connection with the negotiation of this Agreement, and/or (2) unrelated and unaffiliated third-party consultants in connection with the performance of examinations, inspections and/or investigations pursuant to Article 4.

10.3 Other Expenses. If this Agreement is terminated due to the breach of a Party, then the breaching Party shall pay any fees due to Escrow Holder for holding the Buyer's Funds plus any escrow cancellation fees and any fees due to the Title Company for preparation and/or cancellation of the PTR.

ARTICLE 11

DISCLAIMERS; RELEASE AND INDEMNITY

11.1 Disclaimers by Seller. Except as expressly set forth in this Agreement and in the Transaction Documents, it is understood and agreed that Seller has not at any time made and is not now making, and specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) matters of title, (ii) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard or fire hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any particular purpose, (xvi) the truth, accuracy or completeness of the Property Documents, (xvii) tax consequences, or (xviii) any other matter or thing with respect to the Property.

11.2 Sale "As Is, Where Is." Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement and in the Transaction Documents. Except as expressly set forth in this Agreement and in the Transaction Documents, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller or any broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement and in the Transaction Documents, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and has previously made or shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer has conducted, or by the Closing will conduct, such inspections and investigations of the Property as Buyer deemed or shall deem necessary, including, but not limited to, the physical and environmental conditions thereof, and has relied or shall rely upon same. Buyer acknowledges that Seller has previously afforded Buyer a full opportunity to conduct such inspections and investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and has relied and will rely solely upon same and not upon any information provided

by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon the Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions (collectively "Defects"), may not have been revealed by Buyer's inspections and investigations unless Seller had a duty under applicable law to disclose such Defects prior to Closing.

Buyer's Initials _____

11.3 "Hazardous Materials" Defined. For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible, and infectious materials.

11.4 Buyer's Release. Buyer waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment manager, property manager, the partners, trustees, shareholders, beneficiaries, directors, officers, employees, attorneys and agents of each of them, and their respective heirs, successors, personal representatives and assigns from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property, (ii) the condition of title to the Property, (iii) the presence on, under or about the Property of any hazardous or regulated substance, (iv) the Property's compliance with any applicable federal, state or local law, rule or regulation, or (v) any other aspect of the Property; provided, however, this release does not apply to Seller's breach of any of the representations and warranties of Seller set forth in Section 9.1 or any Defects of which Seller had a duty under applicable law to disclose prior to Closing. The terms and provisions of this Section 11.4 shall survive Closing and/or termination of this Agreement.

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

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

BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

Buyer's Initials _____

11.5 Survival. The terms and conditions of this Article 11 shall expressly survive the Closing, not merge with the provisions of any Transaction Documents and shall be incorporated into the Deed.

Buyer acknowledges and agrees that the disclaimers, releases, waivers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above.

ARTICLE 12

MISCELLANEOUS

12.1 Parties Bound; No Assignment by Buyer. This Agreement, and the terms, covenants, and conditions contained herein, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto. However, Buyer may not assign this Agreement or any of its rights under this Agreement to any person or entity without Seller's consent, which may be withheld in Seller's sole and absolute discretion.

12.2 Headings. The article, section, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

12.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision in the future.

12.4 Governing Law; Venue. This Agreement is made and entered into in the State of California and shall, in all respects, be governed by and interpreted in accordance with the laws of the State of California applicable to contracts entered into and to be fully performed therein. The venue for any action, suit or other proceeding concerning this Agreement shall be in Ventura County, California.

12.5 Survival. The provisions of this Agreement requiring the performance of any post-Closing obligations and the obligations of the Parties not fully performed at the Closing which expressly survive the Closing, shall survive the Closing and shall not be deemed to be merged into or waived by the Transaction Documents.

12.6 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

12.7 Time. Time is of the essence in the performance of this Agreement.

12.8 Notices. All notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the Party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by facsimile, evidenced by confirmed receipt. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the Party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be

deemed received the following business day. A Party's address may be changed by written notice to the other Party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

12.9 Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.10 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. California time.

12.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

12.12 No Recordation. Buyer shall not record this Agreement or any memorandum hereof, or any affidavit pertaining hereto, and any such recordation by Buyer shall constitute a breach hereunder by Buyer, whereupon Seller shall have the remedies set forth in Section 10.1.

12.13 Further Assurances. In addition to the acts and documents recited herein and contemplated to be performed, executed and/or delivered by either Party at Closing, each Party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to perfect the conveyance, transfer and assignment of the Property to Buyer.

12.14 Discharge of Obligations. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically stated to survive Closing.

12.15 No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

12.16 Electronic Signatures. In accordance with California's Uniform Electronic Transactions Act (the "Act"), the Parties agree to accept electronic and/or digital signatures and records, transmitted via facsimile or other electronic means (collectively "electronic signatures") as originals for purposes of execution of this Agreement. The Parties also agree that the escrow for this transaction may be conducted electronically to the fullest extent possible under the Act and recording laws and any applicable regulations, ordinances and government orders. The Parties shall transmit original, wet signatures on (1) all documents to be recorded, (2) all documents excluded from being enforceable under the Act, and (3) all documents required to be in original form by any regulatory agency. The Parties shall verify any electronic signatures upon request of Escrow Holder.

12.17 Exchange. Each Party hereby consents to the other Party including this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and agrees to reasonably cooperate with the other Party, at no cost to the cooperating Party or delay in the closing, including the execution of any standard notices and consent forms required or permitted by law. Each Party acknowledges and agrees that assigning its rights to a third-party intermediary for purposes of effecting the exchange shall not release such Party of its obligations hereunder.

**SIGNATURE PAGE TO AGREEMENT FOR
PURCHASE AND SALE**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year written below.

Dated: _____

SELLER:

By: _____
Jonathan Richard Weisfuss

THE WITT AND KROGER LIVING TRUST, UTD
SEPTEMBER 18, 2020

By: _____
John Richard Witt, Jr., Trustee

By: _____
Marietta Kroger, Trustee

Dated: _____

BUYER:

COUNTY OF VENTURA

By: _____
Name: _____
Title: _____

JOINDER BY ESCROW HOLDER

Escrow Holder has executed this Agreement in order to confirm that Escrow Holder shall hold and disburse the Buyer's Funds, and the interest earned thereon when and if received, pursuant to the provisions of this Agreement.

FIDELITY NATIONAL TITLE

Dated: _____

By: _____
Name: Lisa Figgins
Title: Escrow Officer

FIDELITY NATIONAL TITLE COMPANY**PRELIM NO. VTO-00082****Effective date: April 5, 2023 at 07:30 AM**

The form of Policy or Policies of Title Insurance contemplated by this Report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

ALTA Loan Policy 2021

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A FEE

2. Title to said estate or interest at the date hereof is vested in:

JOHN RICHARD WITT, JR. and MARIETTA KROGER, Trustees of The Witt and Kroger Living Trust, UTD September 18, 2020, as to an undivided 50% interest and JONATHAN RICHARD WEISFUSS, as shown on said map, as to an undivided 50% interest, as tenants in common

3. The Land referred to in this Report is described as follows:

For APN/Parcel ID(s): 207-0-130-410

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

THAT PORTION OF LOT 2, SUBDIVISION NO. 85 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF PORT HUENEME, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP NO. 1 OF LANDS IN SUBDIVISION NOS. 84, 85 AND 87 OF RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, RECORDED IN BOOK 3, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF VENTURA ROAD, 60 FEET WIDE, AS DESCRIBED IN DOCUMENT TO VENTURA COUNTY, RECORDED MAY 10, 1946, BOOK 750, PAGE 121 OF OFFICIAL RECORDS, DISTANT ALONG SAID EASTERLY LINE SOUTH 1° 29' 30" WEST 141.74 FEET FROM THE SOUTHERLY LINE OF PLEASANT VALLEY ROAD, 60 FEET WIDE, AT THE SOUTHWESTERLY CORNER OF THE LAND CONVEYED TO WALTER B. MORANDA, ET AL., BY DOCUMENT RECORDED DECEMBER 12, 1952, BOOK 1140, PAGE 491 OF OFFICIAL RECORDS; THENCE, ALONG THE SOUTHERLY LINE OF SAID LAND OF WALTER B. MORANDA.

1ST: EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID PLEASANT VALLEY ROAD, 246.93 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE, ALONG SAID NORTHEASTERLY LINE,

2ND: SOUTH 19° 05' EAST 94.16 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND CONVEYED TO ROBERT L. STRAUGHAN AND WIFE, BY DOCUMENT RECORDED SEPTEMBER 14, 1951, BOOK 1021, PAGE 331 OF OFFICIAL RECORDS; THENCE

3RD: WESTERLY ALONG SAID PROLONGATION TO AND ALONG THE NORTHERLY LINE OF SAID LAND OF ROBERT L. STRAUGHAN 279.92 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID VENTURA ROAD; THENCE, ALONG SAID EASTERLY LINE.

4TH: NORTH 1° 29' 30" EAST 81.96 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

APN: 207-0-130-410

PRELIMINARY REPORT FORM

Prelim Number:

VTO-00082Issuing Policies of **Fidelity National Title Insurance Company**

Fidelity National Title Company
1000 Town Center Dr, Suite 125, Oxnard, CA 93036
Phone No.: 805-383-2353
Fax:

Title Officer.: Alexander Lee
Email: alex.lee@fnf.com
Phone No.: 805-325-3785
Fax No.:
File No.: VTO-00082-AL

Property: 720 North Ventura Road, Port Hueneme, CA

In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned By:

Authorized Officer or Agent
R.J. Cutting

Effective date: April 5, 2023 at 07:30 AM

The form of Policy or Policies of Title Insurance contemplated by this Report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

ALTA Loan Policy 2021

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A FEE

2. Title to said estate or interest at the date hereof is vested in:

JOHN RICHARD WITT, JR. and MARIETTA KROGER, Trustees of The Witt and Kroger Living Trust, UTD September 18, 2020, as to an undivided 50% interest and JONATHAN RICHARD WEISFUSS, as shown on said map, as to an undivided 50% interest, as tenants in common

3. The Land referred to in this Report is described as follows:

For APN/Parcel ID(s): 207-0-130-410

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

THAT PORTION OF LOT 2, SUBDIVISION NO. 85 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF PORT HUENEME, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER **MAP NO. 1** OF LANDS IN SUBDIVISION NOS. 84, 85 AND 87 OF RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, RECORDED IN **BOOK 3, PAGE 13** OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF VENTURA ROAD, 60 FEET WIDE, AS DESCRIBED IN DOCUMENT TO VENTURA COUNTY, RECORDED MAY 10, 1946, **BOOK 750, PAGE 121 OF OFFICIAL RECORDS**, DISTANT ALONG SAID EASTERLY LINE SOUTH 1° 29' 30" WEST 141.74 FEET FROM THE SOUTHERLY LINE OF PLEASANT VALLEY ROAD, 60 FEET WIDE, AT THE SOUTHWESTERLY CORNER OF THE LAND CONVEYED TO WALTER B. MORANDA, ET AL., BY DOCUMENT RECORDED DECEMBER 12, 1952, **BOOK 1140, PAGE 491** OF OFFICIAL RECORDS; THENCE, ALONG THE SOUTHERLY LINE OF SAID LAND OF WALTER B. MORANDA.

1ST: EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID PLEASANT VALLEY ROAD, 246.93 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE, ALONG SAID NORTHEASTERLY LINE,

2ND: SOUTH 19° 05' EAST 94.16 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE LAND CONVEYED TO ROBERT L. STRAUGHAN AND WIFE, BY DOCUMENT RECORDED SEPTEMBER 14, 1951, **BOOK 1021, PAGE 331 OF OFFICIAL RECORDS**; THENCE

3RD: WESTERLY ALONG SAID PROLONGATION TO AND ALONG THE NORTHERLY LINE OF SAID LAND OF ROBERT L. STRAUGHAN 279.92 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF SAID VENTURA ROAD; THENCE, ALONG SAID EASTERLY LINE.

4TH: NORTH 1° 29' 30" EAST 81.96 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

APN: 207-0-130-410

EXCEPTIONS

At the date hereof, items to be considered and exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.: 207-0-130-410
 Fiscal Year: 2022-2023
 1st Installment: \$15,557.71, DELINQUENT
 Penalty: \$1,555.77 (Delinquent after December 10)
 2nd Installment: \$15,557.71, OPEN
 Penalty and Cost: \$1,585.77 (Delinquent after April 10)
 Homeowners Exemption: \$0.00
 Code Area: 06-000

C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Port Hueneme
 Purpose: Public road
 Recording Date: September 26, 1972
 Recording No.: [Book 4014, Page 7](#), of Official Records
 Affects: A portion of the land

3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable laws, as set forth in the document referred to in the numbered item last above shown.
4. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 22, 1973
 Recording No.: [Book 4077, Page 960](#), of Official Records

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: General Telephone Company of California
Purpose: Public utilities
Recording Date: July 16, 1974
Recording No.: [Book 4287, Page 995](#), of Official Records
Affects: A portion of the land

6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 24, 1975
Recording No.: [Book 4361, Page 34](#), of Official Records

7. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: City of Port Hueneme Redevelopment Agency
Recording Date: December 18, 1975
Recording No.: [Book 4511, Page 402](#), of Official Records

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$2,100,000.00
Dated: April 2, 2018
Trustor/Grantor John R. Witt, Jr. and Marietta Kroger, husband and wife, as joint tenants as to an undivided 50% interest and Jonathan Richard Weisfuss, a single man, as to an undivided 50% interest, as tenants in common
Trustee: Ticor Title Company, a California corporation
Beneficiary: Robert D. Lostutter, Trustee of the Robert D. Lostutter Revocable Living Trust
Recording Date: May 29, 2018
[Recording No.: 20180529-00060981, of Official Records](#)

9. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

10. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

11. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF EXCEPTIONS

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

REQUIREMENTS

1. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust: The Witt and Kroger Living Trust

2. Prior to the close of escrow, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

3. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

END OF REQUIREMENTS

INFORMATIONAL NOTES

1. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial property, known as 720 North Ventura Road, Port Hueneme, CA, to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

5. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
- A. 2006 ALTA Owner's Policy (06-17-06).
6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- B. 2006 ALTA Loan Policy (06-17-06)
8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. CLTA Standard Coverage Policy 1990 (11-09-18).
7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE (CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

OWNER'S DECLARATION

Escrow No.: VTO-00082

Property: 720 North Ventura Road, Port Hueneme, CA 93041

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - A. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 720 North Ventura Road, Port Hueneme, CA 93041, further described as follows: See Preliminary Report/Commitment No. VTO-00082 for full legal description (the "Land").
 - B. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 720 North Ventura Road, Port Hueneme, CA 93041, further described as follows: See Preliminary Report/Commitment No. VTO-00082 for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - A. During the period of six (6) 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. During the period of six (6) months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatsoever remains to be done and 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 as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Insurance Company against any and all claims arising therefrom.
3. 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. Except as shown in the above referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above referenced Preliminary Report/Commitment.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. 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. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. That the undersigned has not received any written notice of violation of any covenants, conditions or restrictions, if any, affecting the Land.

OWNER'S DECLARATION

(continued)

9. That there are no outstanding unpaid sellers or suppliers of PACA/PASA commodities or products incurred by the Lessee, except:

10. That no notices of claim or notices of intent to preserve claim rights have been received by the Company from PACA/PASA sellers or suppliers of the Lessee, except:

This declaration is made with the intention that Fidelity National Title Insurance 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. Additionally, Owner, by the undersigned Declarant, agrees to indemnify and hold the Company harmless during the gap period between the last title examination of the Land that was conducted by, for and/or on behalf of the Company, and the time when the deed, assignments and any other documents creating priority of title are recorded in connection with the sale and/or transfer of the Land.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on April 17, 2023 at 09:48 AM.

Jonathan Weisfuss

John Richard Witt, Jr. and Marietta Kroger, Trustees of the Wiit and Kroger Living Trust, UTD Sept. 18, 2020

BY: _____

**CERTIFICATION OF TRUST
PURSUANT TO CALIFORNIA
PROBATE CODE SECTION 18100.5**

Escrow No.: VTO-00082

I/We, _____, trustee(s) of the John Richard Witt, Jr. and Marietta Kroger, Trustees of the Wiit and Kroger Living Trust, UTD Sept. 18, 2020 confirm the following facts:

1. The John Richard Witt, Jr. and Marietta Kroger, Trustees of the Wiit and Kroger Living Trust, UTD Sept. 18, 2020 (Name of Trust) is currently in existence and was created on _____
(Date of Trust).
2. The settlor(s) of the trust are as follows:

3. The currently acting trustee(s) of the trust is/are:

4. The power of the trustee(s) includes:
 - a. The powers to sell, convey and exchange ☐ Yes ☐ No (check one)
 - b. The power to borrow money and encumber the trust property with a deed of trust or mortgage
☐ Yes ☐ No (check one)

5. The trust is ☐ revocable; ☐ irrevocable (check one) and the following party(ies) if any, is/are identified as having the power to revoke the trust:

6. The trust ☐ does, ☐ does not have multiple trustees (check one). If the trust has multiple trustees, the signatures of all the trustees or of any _____
of the trustees is required to exercise the powers of the trust.
7. The trust identification number is as follows:

(Social Security Number/Employee Identification Number)
8. Title to trust assets shall be taken in the following fashion: _____

CERTIFICATION OF TRUST
PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5
(continued)

The undersigned trustee(s) hereby declare(s) that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect. This certification is being signed by all of the currently acting trustees and is being executed in conformity with the provisions of California Probate Code Section 18100.5, Chapter 530, Statutes of 1993.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

John Richard Witt, Jr. and Marietta Kroger, Trustees of the Wiit and Kroger Living Trust, UTD Sept. 18, 2020

BY: _____

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 _____

County of _____

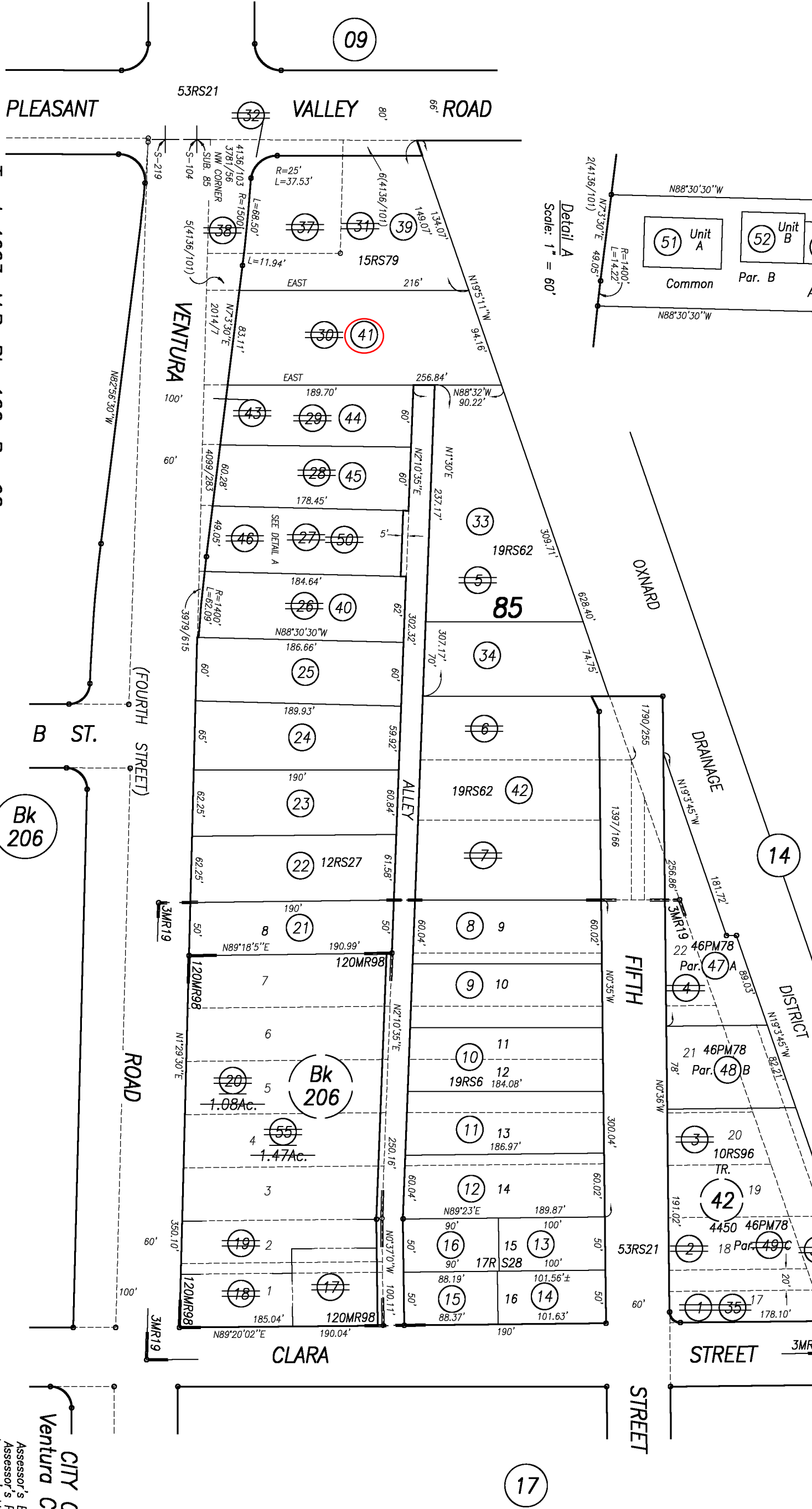
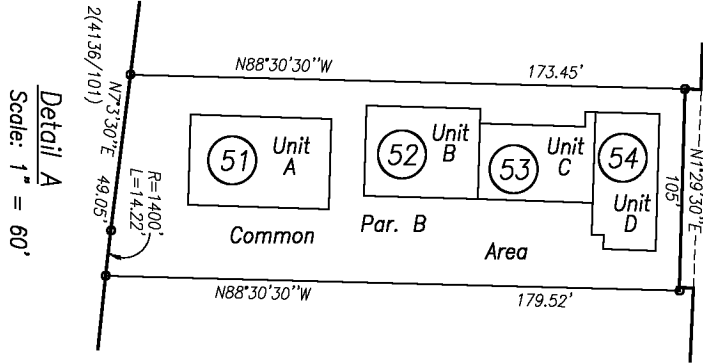
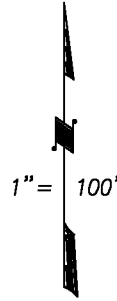
On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

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



Tract 4623, M.R. Bk. 120, Pg. 98
Parcel Map, Bk.50, Pg.30 (Condo Plan per 900107751)
Kimball's Addition, M.R., Bk.3, Pg.19
Rancho El Rio De Santa Clara O'La Colonia, M.R. Bk. 3, Pg. 13
"T.H. Merry" Sub., M.R. Bk.3, Pg.13

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE
DO NOT NECESSARILY CONSTITUTE LEGAL LOTS.
CHECK WITH COUNTY SURVEYOR'S OFFICE OR
PLANNING DIVISION TO VERIFY.

CITY OF PORT HUENEME
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Mineral Numbers Shown in Squares.

DRAWN	REVISED	6-26-2008
REDRAWN	J.P.G. CREATED	6-26-2008
INKED	PLOTTED EFFECTIVE	ROLL
PREVIOUS Bk.207, Portion Pg.13		
Compiled By Ventura County Assessor's Office		

Roll-Year		BK. 207 , PG. 13		REVISION LOG		
DATE	REFERENCE DOC.	EXPLANATION		VOID A.P.N.(s)	RESIDUAL A.P.N.(s)	NEW A.P.N.(s)
		Code	Description			
6/26/08	N/A	Redraw	Redraw To Acad			

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.