

**REAL PROPERTY PURCHASE, SALE, AND EXCHANGE  
AGREEMENT AND ESCROW INSTRUCTIONS**

This REAL PROPERTY PURCHASE, SALE, AND EXCHANGE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective as of the 6<sup>th</sup> day of August, 2013 ("Effective Date"), by and between the CITY OF NEWPORT, an Oregon municipal corporation ("City"), NEWPORT ASSISTED LIVING, LLC, an Oregon limited liability company ("NAL"), and NEWPORT COTTAGES, LLC, an Oregon limited liability company ("Cottages"). NAL and Cottages may hereinafter be collectively referred to as "Oceanview".

**RECITALS:**

- A. City owns the real property and all improvements thereon identified as Tract A on the attached Exhibit A (the "City Property").
- B. NAL owns the real property and all improvements thereon identified as Tract B on the attached Exhibit A (the "NAL Property").
- C. Cottages owns the real property and all improvements thereon identified as Tract C on the attached Exhibit A (the "Cottages Property").
- D. The City Property is approximately 26,580 square feet in size, is outside the corporate limits of the City, is zoned Timber-Conservation (T-C), and is valued at \$7,500, as documented in that certain appraisal report dated March 14, 2013, issued by William Adams, MAI, MRICS (the "Appraisal Report").
- E. The NAL Property is approximately 10,690 square feet in size and the Cottages Property is approximately 2,990 square feet in size. Both properties are inside the corporate limits of the City of Newport, are zoned High Density Multi-Family Residential (R-4), and are collectively valued at \$14,500, as documented in the Appraisal Report.
- F. The City desires to purchase, and Cottages desires to sell, the Cottages Property, upon the terms and conditions hereinafter outlined.
- G. NAL desires to convey the NAL Property to the City in exchange for the City Property, upon the terms and conditions hereinafter outlined.
- H. Metes and bounds legal descriptions for all three properties identified in Exhibit A will be prepared by the City prior to closing.

## AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Agreement as though fully set forth herein.

2. Agreement to Exchange NAL Property for City Property. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined below), the City shall exchange the City Property for the NAL Property and NAL shall exchange the NAL Property for the City Property, together with NAL paying the City the sum of Two Thousand Five Hundred Dollars (\$2,500.00) in Current Funds. As used in this Agreement, the term "Current Funds" means wire transfers, certified funds, or a cashier's check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

3. Agreement to Purchase Cottages Property; Purchase Price. Cottages agrees to sell and convey the Cottages Property to the City, and the City agrees to purchase and accept the Cottages Property from Cottages, for the sum of Two Thousand Five Hundred Dollars (\$2,500.00), to be paid in Current Funds at Closing (as defined below).

4. Additional Consideration. City shall pay NAL the difference in value between the City Property and the NAL and Cottage Properties as documented in the Appraisal Report, less actual survey expenses and permit application fees the City incurs in obtaining approval of the property line adjustment and preparing legal descriptions for the exchange properties.

5. Title Reports.

a. City Property Title Report. Within ten (10) days after the Effective Date, the City shall deliver to Oceanview a preliminary title report (the "City Preliminary Commitment") from the Title Company (defined below), showing the status of the City's title to the City Property. Oceanview shall have thirty (30) days after receipt of a copy of the City Preliminary Commitment together with complete and legible copies of the documents shown in the City Preliminary Commitment as exceptions to title to give notice in writing to the City of any objection to such title or to any liens, encumbrances or other exceptions affecting title to the City Property. In the event Oceanview fails to raise any such objection within such time period, all conditions and exceptions to title set forth in the City Preliminary Commitment shall be "City Permitted Exceptions." In the event Oceanview objects to an exception(s) to title, the City shall be obligated to notify Oceanview within fifteen (15) days after receipt of notice of such objection whether the City is willing and able to remove such exception(s) (the "City Response Notice"). If the City is willing and able to remove such exception(s), the City shall do so at or prior to Closing, and all remaining exceptions set forth in the City Preliminary Commitment and agreed to by Oceanview shall be City Permitted Exceptions. In all events the City shall be obligated to remove all liens, encumbrances, assessments, and other monetary obligations affecting the City Property at or prior to Closing. If the City is not willing and able to remove the objected-to exception(s), Oceanview may terminate this Agreement by written notice given to the City within fifteen (15) days after

receipt of the City Response Notice or Oceanview may elect to acquire the City Property subject to such exception(s) in which case such exception(s) and all remaining exceptions set forth in the City Preliminary Commitment and not removed or to be removed pursuant to this Section 5.a shall be City Permitted Exceptions.

b. Oceanview Title Report. Within ten (10) days after the Effective Date, Oceanview shall deliver to the City a preliminary title report (the "Oceanview Preliminary Commitment") from the Title Company, showing the status of NAL's title to the NAL Property and Cottages' title to the Cottages Properties. The City shall have thirty (30) days after receipt of a copy of the Oceanview Preliminary Commitment together with complete and legible copies of the documents shown in the Oceanview Preliminary Commitment as exceptions to title to give notice in writing to Oceanview of any objection to such title or to any liens, encumbrances or other exceptions affecting title to the NAL Property or Cottages Property. In the event the City fails to raise any such objection within such time period, all conditions and exceptions to title set forth in the Oceanview Preliminary Commitment shall be "Oceanview Permitted Exceptions." In the event the City objects to an exception(s) to title, Oceanview shall be obligated to notify the City, within fifteen (15) days after receipt of notice of such objection, whether Oceanview is willing and able to remove such exception(s) (the "Oceanview Response Notice"). If Oceanview is willing and able to remove such exception(s), Oceanview shall do so at or prior to Closing, and all remaining exceptions set forth in the Oceanview Preliminary Commitment and agreed to by the City shall be Oceanview Permitted Exceptions. In all events Oceanview shall be obligated to remove all liens, encumbrances, assessments, and other monetary obligations affecting the NAL Property or Cottages Property at or prior to Closing. If Oceanview is not willing and able to remove the objected-to exception(s), the City may terminate this Agreement by written notice given to Oceanview within fifteen (15) days after receipt of the Oceanview Response Notice or the City may elect to acquire the NAL and Cottage Properties subject to such exception(s) in which case such exception(s) and all remaining exceptions set forth in the Oceanview Preliminary Commitment and not removed or to be removed pursuant to this Section 5.b shall be Oceanview Permitted Exceptions.

6. Property Line Adjustment. NAL and the City will jointly apply for approval of the property line adjustment needed to convey the City Property to NAL. City shall obtain the necessary surveys and, with NAL's assistance and cooperation, shall prepare and file the application and diligently pursue obtaining all necessary governmental approvals of the property line adjustment.

7. Closing. Closing of the simultaneous exchange and purchase and sale contemplated by this Agreement (the "Closing") shall take place through an escrow with Western Title & Escrow Company, 255 SW Coast Highway, Newport, Oregon 97365, Attention: Susan Costamagna, Escrow Officer (the "Title Company"). Subject to the terms and conditions of this Agreement, Closing shall occur on a date selected by the City and Oceanview which shall be no later than thirty (30) days after final approval of the property line adjustment by all applicable governmental agencies (the "Closing Date").

8. Events at Closing.

a. Oceanview. At or prior to Closing, Oceanview shall cause the following to be delivered, in escrow, to the Title Company: (i) a right-of-way dedication deed executed and acknowledged by NAL (the "NAL Deed"), conveying the NAL Property to the City, free and clear of encumbrances created or suffered by NAL except for the Oceanview Permitted Exceptions attributable to the NAL Property, (ii) a right-of-way dedication deed executed and acknowledged by Cottages (the "Cottages Deed"), conveying the Cottages Property to the City, free and clear of encumbrances created or suffered by Cottages except for the Oceanview Permitted Exceptions attributable to the Cottages Property, (iii) affidavits that NAL and Cottages are not foreign persons, in a form that satisfies the requirements of Section 1445 of the Internal Revenue Code, and (iv) Oceanview's closing costs.

b. City. At or prior to Closing, the City shall cause the following to be delivered, in escrow, to the Title Company: (i) a statutory special warranty deed (the "City Deed"), conveying the City Property to NAL, free and clear of encumbrances created or suffered by the City except for the City Permitted Exceptions, (ii) an affidavit that the City is not a foreign person, in a form that satisfies the requirements of Section 1445 of the Internal Revenue Code, and (iii) the City's closing costs.

c. Closing Instructions. The parties shall execute such closing instructions as the Title Company reasonably requests in connection with the transactions contemplated by this Agreement; *provided, however*, if any of the terms or provisions contained in such closing instructions are inconsistent with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control.

9. Closing Costs.

a. Oceanview. Oceanview shall pay the cost of obtaining the City Title Policy (defined below), one-half of the Title Company's escrow fees, and the cost of recording the City Deed. Further, Oceanview shall pay the costs, if any, to remove the City Property from any special or deferred tax designation or status including the forest land status.

b. City. City shall pay the cost of obtaining the Oceanview Title Policy (defined below), one-half of the Title Company's escrow fees, and the cost of recording the NAL Deed and the Cottages Deed.

10. Prorations. All current taxes, assessments, and utilities shall be prorated between City and Oceanview as of the Closing Date.

11. Title Insurance. Oceanview shall, at its expense, cause the Title Company to issue to City as soon as practicable after Closing, an ALTA standard owner's policy of title insurance, in the amount of \$14,500, insuring fee simple title in the NAL and Cottage Properties as vested in the City, subject the Oceanview Permitted Exceptions and the Title Company's standard printed exceptions (the "City Title Policy"), and the City shall, at its expense, cause the Title Company to issue to Oceanview, as soon as practicable after Closing, an ALTA standard owner's policy of title insurance, in the amount of \$7,500, insuring fee simple title to the City Property as vested in NAL,

subject to the City Permitted Exceptions and the Title Company's standard printed exceptions (the "Oceanview Title Policy").

12. Possession. Oceanview shall deliver exclusive possession of the NAL and Cottages Properties to the City at Closing. The City shall deliver exclusive possession of the City Property to NAL at Closing.

13. Delivery of Documents.

a. City. Upon execution of this Agreement, the City shall deliver to NAL legible and true copies of the following items pertaining to the City Property to the extent such items are in the City's possession: the most recent tax bill for the City Property and all contracts, plans, reports, studies, tests, agreements, leases, licenses, surveys, governmental permits, correspondence with any governmental authority, and other documents pertaining to the City Property, the condition of the City Property, or to the use, operation or development of the City Property.

b. Oceanview. Upon execution of this Agreement, Oceanview shall deliver to the City legible and true copies of the following items pertaining to the NAL and Cottage Properties to the extent such items are in Oceanview's possession: the most recent tax bill for the NAL and Cottages Properties and all contracts, plans, reports, studies, tests, agreements, leases, licenses, surveys, governmental permits, correspondence with any governmental authority, and other documents pertaining to the NAL and Cottages Properties, the condition of the NAL and Cottages Properties, or to the use, operation or development of the NAL and Cottages Properties.

14. Representations and Warranties.

a. By the City. The City represents, warrants and covenants the following:

(1) The City has the authority to convey the City Property to NAL. This Agreement has been duly authorized, executed, and delivered by the City and does not violate or has not violated any provision of any agreement or judicial order to which the City is a party or to which the City or the City Property is subject.

(2) To the best of the City's actual knowledge without inquiry, there is no condemnation, environmental, zoning or other proceeding either instituted or planned to be instituted, which could detrimentally affect the use, development, or operation of the City Property or the value of the City Property, nor has the City received notice of any special assessment proceeding affecting the City Property. The City Property is not subject to any special tax status.

(3) To the best of the City's actual knowledge, the City Property is being operated in full compliance with all laws, orders, rules, ordinances, regulations, and governmental requirements (collectively, "Laws"). The City has complied with all licenses, permits, and easements affecting the City Property. The City has not received any notice of violation of any Law affecting the City Property, and the City actually knows of no fact which would constitute grounds for receiving any such notice. Neither the City nor, to the City's actual knowledge, any third party, has used, generated, manufactured, produced, stored, or disposed of on, under, or about the City Property or transported to or from the City Property any flammable explosive, asbestos,

radioactive material, hazardous waste, material, or substance, toxic substance, pollutant, oil, or contaminant, as defined by any Law.

(4) There is no litigation, action, suit, or proceeding pending or threatened against the City or affecting the City Property nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the City Property for its intended purpose or the value of the City Property or adversely affect the ability of the City to perform its obligations under this Agreement.

(5) There is no lease or other occupancy agreement pertaining to the City Property in effect which will bind the City Property or NAL on or after the Closing Date. The City has not committed nor obligated itself in any manner whatsoever to sell or lease the City Property to any party other than NAL.

(6) No special tax, regular or special assessment, license, fee, impact or development fee, levy, late-comer charge, mitigation payment, lien, or charge (individually and collectively a "Charge") has been imposed against the City Property or the City by any governmental, quasi-governmental, public, quasi-public, utility, transportation or other entity, authority or agency (individually and collectively an "Agency"). The City has not entered into any agreement or understanding with respect to any Charge which may now or hereafter, directly or indirectly, be imposed on the City Property or become an obligation of the owner of the City Property. The City has not agreed to install, construct, modify, repair or improve any improvement for or on behalf of any Agency, the cost of which may now or hereafter, directly or indirectly, be imposed on the City Property or become an obligation of the owner of the City Property.

(7) AS IS. Except for the representations made by Oceanview in this Agreement, City is accepting the NAL Property and Cottages Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representation or warranties of any kind whatsoever, express or implied, by NAL or Cottages.

b. By NAL. NAL represents, warrants, and covenants the following:

(1) NAL has the authority to convey the NAL Property to the City. This Agreement has been duly authorized, executed, and delivered by NAL and does not violate or has not violated any provision of any agreement or judicial order to which NAL is a party or to which NAL or the NAL Property is subject.

(2) Except for liens that the Oregon Housing and Community Services Department will need to release prior to conveyance, to the best of NAL's actual knowledge without inquiry, there is no condemnation, environmental, zoning or other proceeding either instituted or planned to be instituted, which could detrimentally affect the use, development, or operation of the NAL Property or the value of the NAL Property, nor has NAL received notice of any special assessment proceeding affecting the NAL Property.

(3) To the best of NAL's actual knowledge, the NAL Property is being operated in full compliance with all Laws. NAL has complied with all licenses, permits, and easements affecting the NAL Property. NAL has not received any notice of violation of any Law affecting the NAL Property, and NAL actually knows of no fact which would constitute grounds

for receiving any such notice. Neither NAL nor, to NAL's actual knowledge, any third party, has used, generated, manufactured, produced, stored, or disposed of on, under, or about the NAL Property or transported to or from the NAL Property any flammable explosive, asbestos, radioactive material, hazardous waste, material, or substance, toxic substance, pollutant, oil, or contaminant, as defined by any Law.

(4) There is no litigation, action, suit, or proceeding pending or threatened against NAL or affecting the NAL Property nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the NAL Property for its intended purpose or the value of the NAL Property or adversely affect the ability of NAL to perform its obligations under this Agreement.

(5) There is no lease or other occupancy agreement pertaining to the NAL Property in effect which will bind the NAL Property or the City on or after the Closing Date. NAL has not committed nor obligated itself in any manner whatsoever to sell or lease the NAL Property to any party other than the City.

(6) No Charge has been imposed against the NAL Property or NAL by any Agency. NAL has not entered into any agreement or understanding with respect to any Charge which may now or hereafter, directly or indirectly, be imposed on the NAL Property or become an obligation of the owner of the NAL Property. NAL has not agreed to install, construct, modify, repair or improve any improvement for or on behalf of any Agency, the cost of which may now or hereafter, directly or indirectly, be imposed on the NAL Property or become an obligation of the owner of the NAL Property.

(7) AS IS. Except for the representations made by the City in this Agreement, NAL is accepting the City Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by the City.

c. By Cottages. Cottages represents, warrants, and covenants the following:

(1) Cottages has the authority to convey the Cottages Property to the City. This Agreement has been duly authorized, executed, and delivered by Cottages and does not violate or has not violated any provision of any agreement or judicial order to which Cottages is a party or to which Cottages or the Cottages Property is subject.

(2) Except for liens that the Oregon Housing and Community Services Department will need to release prior to conveyance, to the best of Cottages' actual knowledge without inquiry, there is no condemnation, environmental, zoning or other proceeding either instituted or planned to be instituted, which could detrimentally affect the use, development, or operation of the Cottages Property or the value of the Cottages Property, nor has Cottages received notice of any special assessment proceeding affecting the Cottages Property.

(3) To the best of Cottages' actual knowledge, the Cottages Property is being operated in full compliance with all Laws. Cottages has complied with all licenses, permits, and easements affecting the Cottages Property. Cottages has not received any notice of violation of any Law affecting the Cottages Property, and Cottages actually knows of no fact which would

constitute grounds for receiving any such notice. Neither Cottages nor, to Cottages' actual knowledge, any third party, has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Cottages Property or transported to or from the Cottages Property any flammable explosive, asbestos, radioactive material, hazardous waste, material, or substance, toxic substance, pollutant, oil, or contaminant, as defined by any Law.

(4) There is no litigation, action, suit, or proceeding pending or threatened against Cottages or affecting the Cottages Property nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Cottages Property for its intended purpose or the value of the Cottages Property or adversely affect the ability of Cottages to perform its obligations under this Agreement.

(5) There is no lease or other occupancy agreement pertaining to the Cottages Property in effect which will bind the Cottages Property or the City on or after the Closing Date. Cottages has not committed nor obligated itself in any manner whatsoever to sell or lease the Cottages Property to any party other than the City.

(6) No Charge has been imposed against the Cottages Property or Cottages by any Agency. Cottages has not entered into any agreement or understanding with respect to any Charge which may now or hereafter, directly or indirectly, be imposed on the Cottages Property or become an obligation of the owner of the Cottages Property. Cottages has not agreed to install, construct, modify, repair or improve any improvement for or on behalf of any Agency, the cost of which may now or hereafter, directly or indirectly, be imposed on the Cottages Property or become an obligation of the owner of the Cottages Property.

15. General Provisions.

a. Time. Time is of the essence of this Agreement.

b. Successors. The terms of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

c. Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right thereafter to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach or a waiver of such provision itself.

d. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

f. Survival; No Merger. The obligations contained in this Agreement shall not merge with transfer of title but shall remain in effect until fulfilled. All representations,

warranties, and obligations set forth in this Agreement shall survive Closing and shall be fully enforceable thereafter.

g. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

h. Complete Agreement. This Agreement constitutes the complete agreement of the parties with respect to the subject matter of this Agreement, except any contemporaneous written agreement between the parties relating to the same, and supersedes and replaces all prior oral and written agreements.

i. Notices. Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by United States Certified Mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guaranteed next day delivery, or by personal delivery, properly addressed as follows:

If to NAL or Cottages: Westmont Living  
Attn: Andrew S. Plant  
7660 Fay Avenue, Suite N  
La Jolla, CA 92037

If to the City: City of Newport  
Attn: City Manager  
169 SW Coast Highway  
Newport, OR 97365

With a copy to: City of Newport  
Attn: Derrick I. Tokos  
169 SW Coast Highway  
Newport, OR 97365

j. Land Use Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR

ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

k. Further Assurances. The City and Oceanview shall execute any and all instruments and documents and take all actions pursuant to the provisions of this Agreement as the other party may reasonably request, which are reasonably necessary to carry out the intent and purpose of this Agreement.

l. Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute an original. This Agreement may also be executed by signature transmitted by facsimile and conformed with an original signature thereafter.

m. Force Majeure. Neither party shall be liable to the other party under this Agreement to the extent such party is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Agreement by reason of strike, other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar, beyond such party's reasonable control.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF NEWPORT, an Oregon municipal corporation

By: Ted Smith  
Name: Ted Smith  
Title: Interim City Manager

NAL:

NEWPORT ASSISTED LIVING, LLC, an Oregon limited liability company

By: Andrew S. Plant  
Name: Andrew S. Plant  
Title: Managing member

COTTAGES:

NEWPORT COTTAGES, LLC, an Oregon limited liability company

By: Andrew S. Plant  
Name: Andrew S. Plant  
Title: Managing member

ACKNOWLEDGEMENT AND CONSENT:

The undersigned hereby acknowledges receipt of this Agreement, and consents to act in accordance with this Agreement.

WESTERN TITLE & ESCROW COMPANY

By: Susan Costamagna  
Name: SUSAN COSTAMAGNA  
Title: ESCROW OFFICER

