

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into by and between FONTANA MOTOR LODGE, a California general partnership (“FML”), and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023, as tenants in common (collectively, “**Seller**”), and CITY OF FONTANA, a municipal corporation (“**Buyer**”). Buyer and Seller are sometime individually referred to herein as “**Party**” and collectively as “**Parties**.” The Parties have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective as of the last date of execution by all Parties (“**Effective Date**”).

A. Seller is owner in fee of certain improved real property commonly known as 16390 Foothill Boulevard, City of Fontana, County of San Bernardino, California, identified by Assessor’s Parcel Number 0190-081-36 and 0190-081-36 and more particularly described on EXHIBIT “A” attached hereto and incorporated herein by this reference, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (the “**Real Property**”), together with:

(1) All buildings, improvements and other structures presently located on the Real Property (the “**Improvements**”);

(2) All personal and appurtenant property remaining on the Real Property or in the Improvements as of the Close of Escrow, including, but not limited to, all property, equipment, furnishings, and appliances used in connection with the Real Property as a motor lodge (the “**Personal Property**”); and

(3) Any and all of Seller’s right, title and interest in and to any of the following existing at the Closing (i) all assignable warranties and guaranties issued to Seller in connection with the Improvements or the Personal Property, and (iii) all assignable permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Real Property being sometimes herein referred to collectively as the “**Intangibles**.”

The Real Property, Improvements, Personal Property and Intangibles are collectively referred to hereinafter as the “**Property**.”

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

ARTICLE 1. AGREEMENT OF SALE.

Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer, upon the terms and provisions set forth in this Agreement.

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the “**Purchase Price**”) for the Property shall be \$7,500,000.00.

2.2 Deposit/Purchase Price. Within three (3) business days after the Effective Date, Buyer shall deposit \$100,000.00 into Escrow (as defined below) on behalf of Buyer (the “**Deposit**”), which shall be applicable to the Purchase Price. The deposit shall be refundable to Buyer unless Buyer waives all contingencies by the expiration of the Due Diligence Period and except as otherwise provided in Section 9.6. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. The failure of Buyer to make the Deposit within the time frame specified in this Section shall be a material breach of this Agreement and Seller may terminate the Agreement. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the balance of the Purchase Price (less the Deposit), subject to adjustment by reason of any applicable prorations and the allocation of closing costs described below. The Deposit and the balance of the Purchase Price shall be made by wire transfer of federal funds, cashiers’ check or in another immediately available form. Notwithstanding anything herein to the contrary, One Hundred Dollars (\$100.00) of the Deposit (the “**Independent Consideration**”) shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer’s right to satisfy and approve all of Buyer’s conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section and delivered to Seller.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The “**Due Diligence Period**” means the period beginning on the Effective Date and ending at 5:00 p.m. (Pacific time) on the date ninety (90) days later.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation (“**Due Diligence Investigation**”) may include, at Buyer’s option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements; review of all governmental matters affecting the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system

and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. Buyer hereby agrees to and shall indemnify, defend and hold harmless Seller and Seller's members, managers, partners, officers, directors, shareholders, employees, agents, representatives, invitees, successors and assigns (each, a "Seller Indemnitee"), from and against any and all claims, demands, and causes of action for personal injury or property damage, and all damages, judgments, liabilities, costs, fees and expenses (including reasonable attorneys' fees) resulting therefrom, arising out of any entry onto the Land by Buyer, its agents, employees, contractors and/or subcontractors, pursuant to this Section 3.1.2 hereof. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of access during reasonable business hours to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to Buyer at the Property (or at such other location reasonably acceptable to Buyer) pursuant to Section 3.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours upon not less than 48 hours' notice to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's possession or control.

3.2 Delivery of Preliminary Documents. Within 5 business days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") in Seller's possession or control.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Effective Date, covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.3 Engineers' Reports. Any structural, mechanical or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

3.2.4 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with the use of the Property, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses;

3.2.5 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Effective Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b) the present status of any matter noted in any oral or written report;

3.2.6 Environmental Reports. Copies of all environmental reports, including but not limited to, existing Phase I and/or Phase 2 environmental report(s) in Seller's possession or control, if any;

3.2.7 Leases. Copies of all written leases or other occupancy agreements of all or any portion of the Property, and any amendments/addendums to such leases (the "**Leases**"); and

3.2.8 Rent Roll. Seller's rent roll for tenants or other occupants occupying the Property on a monthly basis or any term longer than monthly.

3.2.9 Service Contracts. Copies of written, and written descriptions of oral, agreements, contracts and other documents, existing as of the Effective Date, including without limitation any agreements relating to the service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property.

3.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property (or at such other location reasonably acceptable to Buyer) in accordance with Section 3.1, the documents and information described in this Section 3.3 (collectively, the "**Additional Documents**");

3.3.1 Agreements. Copies of written, and written descriptions of oral, easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date (the "**Service Contracts**"), including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have not been delivered to Buyer pursuant to Section 3.2. If no such documents exist, Seller shall furnish its certification to that effect; and

3.3.2 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

3.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence

Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within 5 business days of such termination.

3.5 Title Review.

3.5.1 Monetary Liens. At its expense, Seller shall remove all monetary liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"), including but not limited to: (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, by the expiration of the Due Diligence Period. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination or (b) give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 5 days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1, and notwithstanding anything to the contrary herein, the Buyer shall receive a return of the Deposit (less the Independent Consideration).

3.5.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such

cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1, and notwithstanding anything to the contrary herein, the Buyer shall receive a return of the Deposit (less the Independent Consideration).

3.5.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

3.6 Operating Lease Agreement. Prior to the expiration of the Due Diligence Period, Seller shall have entered into an operating lease relating to the operation of the Property as a motor lodge with a third-party acceptable to Buyer (the “**Operating Lease**”). Notwithstanding the foregoing, Seller shall not enter any such Lease without the prior written consent of the Buyer, which consent may be granted or withheld in Buyer’s sole and absolute discretion.

3.7 Service Contracts. Following the expiration of the Due Diligence Period, Seller shall terminate any terminable Service Contract promptly after receiving written notice from Buyer requesting such termination; provided: (i) Seller shall be responsible for all costs and expenses associated with any such termination; (ii) any such termination may be conditioned on the completion of the Closing; and (iii) any such termination shall be effective only after expiration of any notice or grace period specified in the provisions of the applicable Service Contract (which may not occur until after the Closing). At the Buyer’s discretion, any and all Service Contracts not fully and effectively terminated as of Closing shall be assumed by Buyer at Closing as contemplated under subsection 9.3.7 below.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer’s Conditions. Buyer’s obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.4;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.5.

4.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) a CLTA Owner’s policy of title insurance, provided that Buyer may require an ALTA Owner’s Policy if Buyer pays the incremental premium for ALTA coverage (“**Title Policy**”) (or at Buyer’s election a binder therefor) for the Property, or (b) the Title Company’s irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were

approved by Buyer pursuant to Section 3.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, “**Conditions of Title**”).

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing, including depositing into Escrow all documents required pursuant to Section 9.3.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the “**Non-Foreign Certification**”), substantially in the form of Exhibit B.

4.1.7 California Certification. Seller having furnished a Real Estate Withholding Form 593 as required by the California Revenue and Taxation Code (“**Form 593**”) or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.1.8 Closing Statement. Buyer shall have approved Escrow’s estimated closing costs statement.

4.1.9 Operating Lease Agreement. Buyer has received an executed copy of the Operating Lease, and a tenant estoppel certificates from the tenant under the Operating Lease in a form and substance reasonably acceptable to Buyer

4.1.10 City Council Approval. As a condition precedent to Buyer’s obligation to purchase the Property, Buyer’s city council shall have approved this Agreement and the purchase of the Property after all legally required notices and hearings (the “Final Approval”). Notwithstanding anything to the contrary contained herein, as of the date of this Agreement, said Final Approval has not yet been granted. Absent Final Approval, Buyer shall have no obligation to purchase the Property from Seller or otherwise perform under this Agreement. Upon final consideration of this Agreement by the Buyer’s legislative body, the Buyer shall provide written notice to the Seller whether Final Approval is granted or denied. In the event that Final Approval is denied (i) this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder, excepting any rights or obligations that expressly survive termination, (ii) the escrow shall be canceled, and (iii) notwithstanding anything herein to the contrary, all documents and funds shall be returned by the Escrow Holder to each party who deposited the same.

4.2 Seller’s Conditions. Seller’s obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Organization and Standing. FML is duly organized, validly existing, in good standing in the state of its formation and qualified to do business in the State of California and has full power and authority to enter into this Agreement and to perform its obligations hereunder and effect the transactions contemplated hereby.

5.2 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms.

5.3 No Conflict. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.4 Compliance. To the best of Seller's knowledge, the Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private, and Seller has not received any notice of any violation of the same. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.5 Taxes and Condemnation. There are no presently pending or, to Seller's knowledge, contemplated special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

5.6 Licenses. Seller has all required licenses, permits (including, without limitation, all building permits and occupancy permits), easements and rights-of-way which are required in order to continue the present use of the Property. Seller has no knowledge of any law or regulation of any governmental authority having jurisdiction which might require the Property to be improved beyond its present state or which might restrict the use and enjoyment of the Property in the manner it is presently being used and enjoyed.

5.7 Contracts/Leases/Occupancy Rights. Except as set forth on Schedule 5.7, there are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property.

5.8 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or, to Seller's knowledge, threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.9 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.10 Hazardous Materials.

5.10.1 Definitions. For purposes of this Agreement:

(a) **“Environmental Law(s)”** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) **“Hazardous Material”** means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) **“Release”** means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment

of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.10.2 Representations. Except as otherwise disclosed in any phase I or phase II environmental reports delivered by Buyer to Seller:

(a) To the best of Seller's knowledge, the Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) To the best of Seller's knowledge, neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) To the best of Seller's knowledge, there is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) To the best of Seller's knowledge, all required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) To the best of Seller's knowledge, there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) To the best of Seller's knowledge, there are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) To the best of Seller's knowledge, no asbestos abatement or remediation work has been performed on the Property.

(h) To the best of Seller's knowledge, there is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.11 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any

interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property, subject to any matters disclosed on the Preliminary Title Report and subject to the Operating Lease.

5.12 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.13 Bankruptcy. Seller has no present intent to file any voluntary petition in bankruptcy or to seek relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any law or inequity or to take any action which would directly or indirectly cause the Property or any portion of the Property to become the property of any bankruptcy estate or the subject to any bankruptcy, dissolution, litigation or insolvency proceedings..

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; AS-IS SALE.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty, covenant by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing for a period of eighteen (18) months.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party,

but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 AS-IS; WHERE-IS. THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN “AS IS, WHERE IS” BASIS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, VERBAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER.

ARTICLE 8. SELLER’S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer’s sole discretion.

8.1 Contracts and Documents. Seller shall not, without Buyer’s approval, not to be unreasonably withheld or delayed, (a) amend or waive any right under any Preliminary Document or Additional Document, or (b) enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the other Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted.

8.6 Leases; Occupancy Agreements. Except for the Operating Lease (and any leases or occupancy agreements entered into as permitted by the Operating Lease), Seller shall not, without Buyer’s approval, enter into any leases or occupancy agreements affecting the Property, unless such lease or occupancy agreement will be terminated prior to the Closing Date.

8.7 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

ARTICLE 9. CLOSING.

9.1 Time. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the “**Closing**”), on the date which is fourteen (14) days after the expiration of the Due Diligence Period (the “**Closing Date**”), or such earlier date as may be agreed to by Seller and Buyer, as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as First American Title Company, 9255 Towne Centre Drive Suite 200, San Diego, CA 92121, Attn: Sheri Keene (“**Escrow Holder**”), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder’s additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder’s obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company’s commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller’s Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed conveying the Property to Buyer (“**Grant Deed**”) in the form attached as Exhibit C;

9.3.2 Unless Escrow Holder determines sufficient funds from the Purchase Price will be available at Closing as set forth in the closing statement, all costs of Closing as set forth in Section 9.9, plus or minus prorations as provided in Section 9.8;

9.3.3 Seller’s Non-foreign Certification;

9.3.4 Seller’s closing statement, duly executed by Seller;

9.3.5 A bill of sale in the form attached hereto as Exhibit D (the “**Bill of Sale**”), fully executed by Seller, assigning and transferring to Buyer all of Seller’s right, title and interest in and to any personal property included in the Property;

9.3.6 A duly executed assignment, in the form of Exhibit E, assigning to Buyer all of Seller's interest (a) in all warranties of which Seller is the beneficiary with respect to the Property, (b) in all intangible assets of the Property, (c) in the Service Contracts which Buyer has elected to assume, and (d) in the Leases (the “**Assignment and Assumption**”);

9.3.7 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement; and

9.3.8 Form 593.

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by electronic transfer of federal funds to Escrow Holder, on or before the Closing Date;

9.5.2 In addition to the Purchase Price and other funds deposited by Buyer with Escrow Holder, funds sufficient to pay all amounts required to be paid by Buyer at Closing in accordance with the provisions of Section 9.9 hereof, by electronic transfer of federal funds to Escrow Holder, on or before the Closing Date;

9.5.3 Buyer's executed counterpart of the Assignment and Assumption; and

9.5.4 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.4 (disapproval of Due Diligence Investigation), Section 3.5 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, except as otherwise expressly provided herein, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. In the event of any breach or default by Seller hereunder, and such breach or default is not cured within five (5) days following written notice from the Buyer, Buyer's sole remedy against Seller shall be limited to the option to either (i) terminate this Agreement, in which case Buyer shall be entitled to a full refund of the Deposit together with the reimbursement of all of Buyer's out-of-pocket costs and expenses (including reasonable attorneys' fees and costs) actually incurred in connection with the transaction, including, without limitation, in connection with the preparation of this Agreement and the performance of Buyer's due diligence; or (ii) bring an action for specific performance against Seller, provided such action is commenced within one hundred twenty (120) days after the scheduled Closing Date.

(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 9.6) DOES NOT CURE SUCH FAILURE WITHIN TEN BUSINESS DAYS AFTER SELLER'S WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; (II) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD; AND (III) EXERCISE THE OTHER RIGHTS AND REMEDIES RESERVED BY SELLER AS PROVIDED IN THIS PARAGRAPH. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT, BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY EXCEPT FOR ANY OBLIGATIONS WHICH EXPRESSLY SURVIVE. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

SELLER'S INITIALS

BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S

OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS PARAGRAPH.

SELLER'S INITIALS

BUYER'S INITIALS

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) the Bill of Sale, (c) the Assignment and Assumption, and (d) the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8 and 9.9) to Seller;

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations.

9.8.1 Property Taxes. General real estate taxes, water or sewer rates and charges (if not metered), personal property taxes, or any other governmental tax or charge levied or assessed against the Property (collectively, the "**Taxes**"), relating to the Property and payable during the year in which Closing occurs shall not be prorated between Seller and Buyer in Escrow. Upon recordation of the Grant Deed, Buyer will request cancellation of the real property taxes for the Property pursuant to California Revenue and Taxation Code Section 4986. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay through Escrow or out of Seller's proceeds, the full amount of the installment applicable for the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the county assessor. Seller retains the right, following close of escrow, to apply to the appropriate governmental authority/ies for refund of

real property taxes pursuant to Revenue and Taxation Code Section 5096.7 (or such other applicable law), and Buyer shall reasonably cooperate with Seller's efforts to obtain said refund.

9.8.2 Rent. All rent or other occupancy fees or revenues paid by the tenants or other occupants under the Leases during the month of Closing (collectively, "Rent") shall be prorated as of the Closing Date based on the respective number of days of ownership of Seller and Buyer for such month to which such Rent relates; provided, however, that neither Buyer nor Seller shall receive credit at Closing for any Rent that is past due (the "Past Due Rent"). Following the Closing, if Buyer or Seller receives any payment from any tenant for which Past Due Rent is outstanding, such payment shall be distributed in the following order of priority: (a) first, to Rent due and payable by such tenant under its Lease for the month in which the Closing Date occurs, (b) second, to Buyer for Rent then due and payable by such tenant under its Lease and which Rent became due after the Closing Date, and (c) then, after payment in full of all such amounts then due and payable to Buyer from such tenant, to Seller to the extent of all Past Due Rent owed by such tenant, together with interest and late charges, if applicable. Buyer shall use commercially reasonable efforts to collect on behalf of Seller all Past Due Rent, but shall not be obligated to spend any money, or declare a default, threaten or undertake litigation or dispossess any Tenant or any of their subtenants.

9.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Costs and Expenses.

9.9.1 Seller. Seller shall pay: (i) the cost of recording any releases of mortgages, liens or encumbrances as required hereunder; (ii) the real estate transfer tax or conveyance fee (if any), (iii) the recording fee for the Seller's Deed (if any), (iv) one half of Escrow Holder's fees and costs for the Escrow, (v) the cost of a CLTA Standard Owner's Policy in the amount of the Purchase Price, (vi) any other costs customarily paid by a seller (and not expressly stated otherwise herein) in the county in which the Property is located, (vii) Seller's share of prorations, and (viii) Seller's attorneys' fees.

9.9.2 Buyer. Buyer shall pay: (i) the incremental cost of any ALTA Owner's Policy and endorsements to any title policy requested by Buyer and the cost of any ALTA Survey ordered by Buyer; (ii) one half of Escrow Holder's fees and costs for the Escrow; (iii) Buyer's share of prorations, (iv) all costs associated with any financing that may be obtained by Buyer; and (v) Buyer's attorneys' fees.

9.10 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer by 5:00 pm on the Closing Date, subject only to the Conditions of Title and the rights of any tenants or occupants under the Leases.

ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material

part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a “**material part**” of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds \$25,000 and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a “**material part**” of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds \$25,000. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller’s entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

ARTICLE 11. GENERAL.

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient’s address set forth below; (b) three business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier; or (d) by email when such email is transmitted to the notice address, and shall be deemed received on that same day unless given after 5:00 p.m. in the receiving location, in which case such receipt shall be deemed the next business day (provided that email notice shall not be effective unless a copy of such notice is also concurrently sent in accordance with clause (b) or (c) of this sentence). If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER: FONTANA MOTOR LODGE

Email: _____

RAMESH AND RADHA PATEL REVOCABLE LIVING
TRUST dated October 26, 2023

Email: _____

BUYER: City of Fontana
City Hall
Attn: City Manager
8353 Sierra Avenue
Fontana, CA 92335

With Copy to: Best Best & Krieger LLP
Attn: Brian Whitley, Esq.
74760 Highway 111, Suite 100
Indian Wells, CA 92210

Either party may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without

reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.7 Confidentiality and Publicity. Buyer is a public entity and as such, this Agreement, upon its presentation for approval at Buyer's City council at a duly called and agendized public meeting, shall be subject to the Public Records Act and the Freedom of Information Act. No press release or other public disclosure may be made by Seller or any of its agents regarding Buyer's intent for this Property this transaction without the prior consent of Buyer.

11.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

11.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.12 Cooperation With Exchange. Buyer agrees to cooperate, at no expense to Buyer, with Seller if Seller intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller shall indemnify and defend and hold Buyer harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall pay a commission to Seller's Broker pursuant to a separate agreement between Seller and Seller's Broker upon the Closing. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 11.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

11.16 Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the parties, notwithstanding that the parties may not be signatories to the same counterpart or counterparts. The parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below next to that Party's signature.

[SIGNATURES ON FOLLOWING PAGE]

“BUYER”

**CITY OF FONTANA,
a municipal corporation**

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

Germaine Key, City Clerk

Approved as to Form:

Best Best & Krieger LLP

“SELLER”

**FONTANA MOTOR LODGE,
a California general partnership**

Dated: _____, 2025

By: _____
RAMESH PATEL, General Partner

By: _____
RADHA PATEL, General Partner

RAMESH RANCHHODBHA PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

RADHA RAMESH PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

ACCEPTANCE BY ESCROW HOLDER

We acknowledge receipt on _____, 2025, of a fully executed copy of the foregoing “Agreement for Purchase and Sale and Joint Escrow Instructions” fully executed by Seller and Buyer. This escrow is assigned escrow no.: _____

FIRST AMERICAN TITLE COMPANY

By: _____
[Name]

LIST OF EXHIBITS

EXHIBIT “A” – LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B” – CERTIFICATE OF NON-FOREIGN STATUS

EXHIBIT “C” – GRANT DEED

EXHIBIT “D” – BILL OF SALE

EXHIBIT “E” – ASSIGNMENT AND ASSUMPTION

**EXHIBIT "A" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Legal Description of Property

**EXHIBIT “B” TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTION**

TRANSFEROR’S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the “Code”), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF COLTON, a California municipal corporation (the “Transferee”), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by _____ (the “Transferor”), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor’s U.S. employer identification number is _____; and
3. The Transferor’s office address is _____.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: _____, 20____.

FONTANA MOTOR LODGE,
a California general partnership

By: _____
RAMESH PATEL, General Partner

By: _____
RADHA PATEL, General Partner

RAMESH RANCHHODBHA PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

RADHA RAMESH PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023

**EXHIBIT “C” TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Grant Deed

[Attached]

RECORDING REQUESTED BY:

[TITLE]

WHEN RECORDED RETURN TO:

CITY OF FONTANA
8353 Sierra Avenue
Fontana, CA 92335
Attn: City Clerk

GRANT DEED

Space above this line for Recorder's Use
No Recording Fee Pursuant to Gov't Code § 27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code § 11922

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FONTANA MOTOR LODGE, a California general partnership, and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023, as tenants in common ("**Grantor**") hereby GRANTS to **CITY Of FONTANA, a municipal corporation** ("**Grantee**"), the following described real property in the City of Fontana, County of San Bernardino, State of California:

SEE EXHIBIT "1" ATTACHED HERETO.

Dated: _____, 2025

[Insert Name of Seller]

By: EXHIBIT ONLY – DO NOT EXECUTE
_____(Name)
_____(Title)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (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 _____

(Seal)

EXHIBIT "1" TO GRANT DEED
LEGAL DESCRIPTION

EXHIBIT "1" TO GRANT DEED

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the above Grant Deed from FONTANA MOTOR LODGE, a California general partnership, and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023 (“**Grantor**”) to CITY OF FONTANA (“**Grantee**”), is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee’s governing board, and Grantee hereby consents to recordation of said Grant Deed.

**CITY OF FONTANA,
a municipal corporation**

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

Germaine Key, City Clerk

**EXHIBIT “D” TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Bill of Sale

[Attached]

EXHIBIT “D”

BILL OF SALE

This Bill of Sale is made as of this ____ day of _____, 2025, by FONTANA MOTOR LODGE, a California general partnership, and **RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023 (“Seller”)**, in favor of **CITY OF FONTANA, a municipal corporation (“Buyer”)**.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby assigns and transfers to Buyer, its successors and assigns, all of Seller’s right, title and interest in and to all the personal property (collectively, the “Personal Property”) owned by Seller and located on the Real Property (more particularly described on Exhibit “1” hereto) as of the date hereof.

The Personal Property transferred hereby is transferred “AS IS”, “WHERE IS” and “WITH ALL FAULTS”, and without any representation or warranty whatsoever.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the day and year first above written.

Dated: _____, 2025 **[Insert Name of Seller]**

By: [EXHIBIT ONLY – DO NOT EXECUTE]
_____(Name)
_____(Title)

EXHIBIT "1" TO BILL OF SALE
LEGAL DESCRIPTION

**EXHIBIT “E” TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Assignment and Assumption

[Attached]

EXHIBIT “E”

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is made as of the ____ day of _____, 2025, by and between FONTANA MOTOR LODGE, a California general partnership, and RAMESH RANCHHODBHA PATEL and RADHA RAMESH PATEL, co-trustees under the RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST dated October 26, 2023 ("**Assignor**"), in favor of **CITY OF FONTANA, a municipal corporation** ("**Assignee**").

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee as of the date title to the property described on Exhibit 1 attached hereto and incorporated herein by this reference (the "Property") is transferred to Assignee (the "Transfer Date"), all of the following relating to the Property, to the extent assignable, and without representation or warranty of any kind whatsoever, express or implied:

(a) any and all assignable governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy), authorizations and approvals held by Assignor in connection with the current occupancy, use and operation of, and construction upon, the Property (collectively, the "**Permits**"); and

(b) any and all assignable warranties and guaranties including, without limitation, contractor's, architect's and manufacturer's warranties and guaranties held by Assignor and given by third parties with respect to the Property (collectively, the "**Warranties**"); and

(c) all equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "**Contracts**"), as more particularly described in Exhibit 2 attached hereto.

(d) all tenant leases and occupancy agreements relating to the Real Property (collectively, the "**Leases**"), as more particularly described in Exhibit 3 attached hereto.

2. Assignee accepts this Assignment and hereby assumes and agrees to perform from and after the Transfer Date all of Assignor's covenants, agreements and obligations under the Permits, Warranties, Contracts and Leases.

3. The Parties shall engage in good faith non-binding mediation prior to initiation of any litigation. If legal action is commenced to enforce or to declare the effect of any provision of this Assignment, or any document executed in connection with this Assignment, the prevailing party shall be entitled to recover from the non-prevailing party attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Assignment or any document executed in connection with this Assignment shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment or any document executed in connection with this Assignment into any judgment on this Assignment or any document executed in connection with this Assignment.

4. This Assignment shall binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors in interest and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.

“ASSIGNOR”

FONTANA MOTOR LODGE,
a California general partnership

Dated: _____, 2025

By: _____
RAMESH PATEL, General Partner

By: _____
RADHA PATEL, General Partner

**RAMESH RANCHHODBHA PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023**

**RADHA RAMESH PATEL, co-trustee under the
RAMESH AND RADHA PATEL REVOCABLE LIVING TRUST
dated October 26, 2023**

“ASSIGNEE”

CITY OF FONTANA,
a municipal corporation

Dated: _____, 2025

By: _____
Matthew C. Ballantyne, City Manager

Attest:

Germaine Key, City Clerk
Approved as to Form:

Best Best & Krieger LLP

EXHIBIT “1” TO ASSIGNMENT AND ASSUMPTION
LEGAL DESCRIPTION

EXHIBIT “2” TO ASSIGNMENT AND ASSUMPTION
CONTRACTS

EXHIBIT “3” TO ASSIGNMENT AND ASSUMPTION
LEASES

SCHEDULE 5.7

**LISTING OF ALL CONTRACTS, LEASES AND OCCUPANCY AGREEMENTS
AFFECTING THE PROPERTY**