PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**"), between Galaxy Investment Partners Fund LLC, a California limited liability company, **("SELLER"),** and San Bernardino County, a public body, corporate and politic **("BUYER")**, each of them a "**Party**" and jointly the "**Parties**"**,** is entered into as of the date the last of the Parties executes this Agreement ("**Effective Date**").

R E C I T A L S

A. SELLER is the owner of the fee simple interest in certain real property containing approximately 1.24 acres, improved with an approximately 26,962 square feet building, located at 15480 Ramona Avenue (commonly identified as Assessor's Parcel Number 0396-142-10) in the City of Victorville, and more particularly described in the legal description attached hereto as Exhibit "A" ("**Property**").

B. BUYER is a public agency and leases the Property, including the building thereon, under the terms of County Lease No. 13-642 dated August 6, 2013, as amended by the First Amendment dated April 22, 2014, (collectively, the "**Existing Lease**") for a term that is currently scheduled to expire on April 30, 2024.

C. SELLER agrees to sell, and BUYER agrees to purchase the Property in fee simple on the terms and conditions contained herein.

A G R E E M E N T

Based upon the foregoing recitals, which are incorporated herein by this reference and made a part hereof, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and BUYER agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY.

1.1 Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, the SELLER agrees to sell to BUYER, and BUYER agrees to purchase from the SELLER, the Property as described in Exhibit "A" attached hereto.

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER's right, title, and interest to the Property, is the total sum of THREE MILLION DOLLARS AND 00/100 ($3,000,000.00) ("**Purchase Price**"), which shall be deposited with Escrow Holder in accordance with this Agreement.

1.3 Escrow Holder. The transaction contemplated in this Agreement shall be handled through escrow and the Parties agree to use Chicago Title Company, Rancho Hills Escrow Division ("**Escrow Holder**") at 9090 Miliken Ave #100, Rancho Cucamonga, CA 91730 with Pam Fry, Escrow Officer (909-941-6494; Pam.Fry@ctt.com).

1.4 Consideration Payment. Within fifteen (15) Business Days of the Escrow Opening Date (as defined in Paragraph 3.1), BUYER shall deliver to SELLER the sum of One Hundred and 00/100 Dollars ($100.00) (the "**Independent Consideration Payment**"), as independent consideration for BUYER's right to purchase the Property and to

terminate this Agreement on or prior to the expiration of the Due Diligence Period and for SELLER's execution, delivery, and performance of this Agreement. The Independent Consideration Payment is non-refundable, not applicable to the Purchase Price, and shall be retained by SELLER notwithstanding any other provision of this Agreement. A "**Business Day**" is any day on which the offices of the San Bernardino County, California Recorder are open to the public for business.

2. DUE DILIGENCE REVIEW.

2.1 Inspections. BUYER and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**BUYER's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement) for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests. The "**Due Diligence Period**" shall mean the Ninety (90) Business Day period following the Effective Date. A **"Calendar Day"** means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days**.** All inspections shall be performed by BUYER at BUYER's sole cost and expense. Within five (5) Business Days after the Effective Date, SELLER shall deliver to BUYER copies of all plans, surveys, specifications, studies, reports, test results, and other documents pertaining to the physical, geological, or environmental condition of the Property that is in the possession of SELLER ("**Property Documents**"). Unless the Agreement is earlier terminated and subject to prior coordination with SELLER, BUYER may request access to the Property after the Due Diligence Period to facilitate the Close of Escrow. Notwithstanding anything to the contrary in this Agreement, at all times that Buyer has access to the Property, either during or after the Due Diligence Period, Buyer shall not conduct any invasive testing that bores into the ground without the prior written consent of Seller, which consent shall not be unreasonably withheld. Buyer shall maintain liability insurance coverage applicable to inspection and investigation activities with coverage in an amount of $2,000,000 per occurrence, which shall be provided by BUYER's self-insurance program. Such policy shall name Seller as an additional insured and shall provide that there shall not be any cancellation or reduction in coverage without 30 days' prior written notice to Seller. After performing any such invasive tests, Buyer shall restore the affected portion(s) of the Property to substantially the same condition as it existed prior to such tests, less any reasonable wear and tear. Buyer and its agents shall reasonably secure all invasive testing areas. Buyer and its agents shall keep any equipment used or brought onto the Property under its complete control at all times, and said equipment shall be used on the Property at the sole risk of Buyer. Buyer and its agents shall perform all due diligence activities in accordance with this Agreement. Buyer and its agents shall conduct all due diligence activities in compliance with all applicable federal, state, and local laws. Buyer shall keep the Property free from all liens that may arise in connection with Buyer's investigations.

2.2 Hazardous Materials; Indemnification. Notwithstanding anything to the contrary in this Agreement, if any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) ("**Hazardous Materials**") are present on the Property on the Closing Date (as defined in Section 3.1) whether now known or later discovered due to the acts or omissions of Seller or Seller's contractors or agents (including any exacerbation thereof) or are caused by third-parties prior to the Closing Date but such presence is known (or should have been known) by SELLER, SELLER shall be solely responsible for and bear the entire cost of all investigation, abatement, removal, remediation, restoration, monitoring, disposal, cleanup, decontamination, and compliance with all laws which may be required because of pre-existing Hazardous Materials. SELLER shall indemnify, defend (with counsel reasonably approved by BUYER) and hold harmless BUYER and its authorized officers, employees, agents and volunteers

from any and all claims, actions, losses, damages and/or liability arising from pre-existing Hazardous Materials due to the acts or omissions of Seller or Seller's contractors or agents or are caused by third-parties prior to the Closing Date but known (or should have been known) by SELLER (whether or not such pre-existing Hazardous Materials are exacerbated by SELLER or its contractors and agents), including (without limitation): 1) for any costs or expenses (including attorneys' fees) incurred by BUYER on account of the acts, errors or omissions of Seller or Seller's contractors or agents, except where such indemnification is prohibited by law; and/or 2) all responsibility, liability, claims, judgements, penalties, consultant fees, attorneys' fees, and any other costs and expenses and for damages to property or injury to persons and the environment resulting from the existence or use of Hazardous Materials which are present on the Property on the Closing Date due to the acts or omissions of Seller or Seller's contractors or agents. This indemnification provision shall not apply to the sole negligence of nor to the extent or degree of any willful misconduct of the indemnitees.

2.3 Due Diligence Termination Right. If BUYER is not satisfied with the Property for any reason in BUYER's sole and absolute discretion, BUYER may terminate this Agreement by giving written notice of termination to SELLER and Escrow Holder ("**Due Diligence Termination Notice**") on or before the expiration of the Due Diligence Period. In the event that BUYER fails to deliver BUYER's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, BUYER shall have conclusively been deemed to have waived its right to terminate this Agreement pursuant to this Section 2.3. In the event BUYER opts to exercise its right to terminate this Agreement on or before the expiration of the Due Diligence Period, BUYER's Real Estate Services Director is authorized on behalf of BUYER to deliver the Due Diligence Termination Notice in accordance with Section 2.3 of this Agreement. At any time prior to the expiration of the Due Diligence period, BUYER may, in its sole and absolute discretion, opt to shorten the Due Diligence Period and proceed to Closing by providing written notice to SELLER waiving the remainder of the Due Diligence Period. The BUYER's Director of the Real Estate Services Department shall have the right to exercise any of the rights in this Paragraph 2.3 on behalf of the BUYER.

2.4 Review of Title. Within two (2) Business Days following the Effective Date of this Agreement, BUYER shall obtain its own preliminary title report issued by a title company of BUYER's choice ("**Title Company**") and such Title Company shall provide all underlying title documents (collectively, the "**Preliminary Title Report**") and BUYER shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("**Survey**"). The BUYER's review period for the Preliminary Title Report and the Survey shall mean the period from the Effective Date through the date that is forty-five (45) Business Days after the Escrow Opening Date ("**BUYER's Title Review Period**"). At any time during BUYER'S Title Review Period, BUYER shall notify SELLER in writing ("**BUYER's Title Notice**") of any objections BUYER may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If BUYER does not give such notice on or prior to the expiration of BUYER's Title Review Period, then it shall conclusively be deemed that BUYER waives all Title Objections other than any delinquent taxes or assessments that encumber the Property, any deeds of trust, mortgages, or any other instruments that secure the repayment of funds that encumber the Property, or any judgement, liens, or other monetary encumbrances that encumber the Property. If BUYER does timely provide BUYER's Title Notice with Title Objections, SELLER shall have five (5) Business Days after receipt thereof to notify BUYER that SELLER (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to BUYER. SELLER's failure to notify BUYER within such five (5) Business Day period as to any Title Objections that SELLER is willing to endeavor to cure or cause to be insured over shall be deemed an election by SELLER not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If SELLER

notifies or is deemed to have notified BUYER that SELLER shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, BUYER shall have five (5) Business Days after the expiration of SELLER's (5) Business Day period to respond to either (a) terminate this Agreement, or (b) waive such Title Objections and proceed to Closing. If BUYER does not give notice within the said period, BUYER shall be deemed to have elected to waive the Title Objections pursuant to this Section 2.4. If SELLER elects to cure by removing or insuring over the Title Objections, and such removal or insurance procurement by SELLER will exceed the time for the BUYER's Title Review Period, then said Title Review Period will automatically be extended in order to accommodate said title curing period ("**Extended BUYER's Title Review Period**"), but shall not extend past the Closing Date and BUYER shall have the right to terminate the Agreement at any time during the Extended BUYER's Title Review Period if the Title Objections are not cured in a manner reasonably satisfactory to BUYER.

BUYER shall have the right to request any supplement to the Preliminary Title Report or the Survey, and if any such supplement discloses any new materially adverse title or survey matters not disclosed to BUYER prior to the expiration of the BUYER's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for BUYER to deliver BUYER's Title Notice with respect to such new title matter shall be the later of (i) expiration of the BUYER's Title Review Period, or (ii) three (3) Business Days from receipt of the supplemental title report or survey and the underlying document(s) referenced therein.

3. **ESCROW.**

3.1 Opening of Escrow; Closing Date. Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 1.3. Escrow shall be deemed open as of the date BUYER delivers the fully-executed copy of the Agreement to Escrow Holder. (**"Escrow Opening Date"**) which shall occur by no later than 10 Business Days after the Effective Date of this Agreement. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's acceptance attached hereto and notify SELLER and BUYER of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is ninety (90) calendar days following the expiration of the Due Diligence Period ("**Closing Date**"). The terms "**Close of Escrow**" and/or the "**Closing**" shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including SELLER conveyance of the Property to BUYER.

3.2 Escrow Instructions. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of BUYER and SELLER to Escrow Holder as well as an agreement between BUYER and SELLER. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

3.3 Deliveries by SELLER. On or before 12:00 noon Pacific Time on the Business Day preceding the scheduled Closing Date, SELLER shall deliver to Escrow Holder: (i) the Grant Deed for the Property in substantially the form attached hereto as Exhibit "B" ("**Grant Deed**"), duly executed and acknowledged by SELLER; (ii) an original or electronic copy of the Closing Statement described in Section 3.5, executed by SELLER; (iii) the escrow costs and prorations for which SELLER is responsible pursuant to this Agreement and (iv) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.4 Deliveries by BUYER. On or before 12:00 noon Pacific Time on the Business Day

preceding the scheduled Closing Date, BUYER shall deliver to Escrow Holder: (i) the Purchase Price, (ii) the escrow costs and prorations for which BUYER is responsible pursuant to this Agreement, (iii) an original of the Closing Statement described in Section 3.5, executed by BUYER, (iv) a certificate of acceptance affixed to the Grant Deed, duly executed and acknowledged by BUYER, and (v) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

3.5 Closing Statement. No later than four (4) Business Days prior to the Closing Date, Escrow Holder shall prepare for approval by BUYER and SELLER a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations made pursuant to this Agreement.

3.6 Closing, Recording and Disbursements. On the Closing Date, and provided all of the SELLER Conditions to Closing and BUYER Conditions to Closing set forth in Sections 3.10.1 and 3.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) Recording. Escrow Holder shall cause the Grant Deed to be recorded with the Recorder's Office in San Bernardino County, California.

(b) Delivery of Documents and Funds. Escrow Holder shall deliver to BUYER all of the items listed in Section 3.3 above which were delivered by SELLER to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed with the Recorder's Office in San Bernardino County, California upon Close of Escrow. Escrow Holder shall deliver the Purchase Price to SELLER by wire transfer as provided in written instructions to be furnished to Escrow Holder by SELLER prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 3.4 above on the Close of Escrow.

3.7 Taxes. Real property taxes will 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 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 County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7

3.8 Lease Prorations and Transfer of Utilities.

(a) Rent Prorations. BUYER will receive a credit to be shown on the Closing Statement for the prorated amount (as of the Closing Time) of all rent previously paid to and collected by SELLER and attributable to any period following the Closing Time.

(b) Transfer of Utilities. Seller shall not cause any utilities to be disconnected until Buyer shall have established an account for the utility associated with the Property in Buyer's own name. Prior to the Closing, SELLER shall notify all utility companies servicing the

Property of the anticipated change in ownership of the Property and request that all billing after the Closing be made to BUYER at the Property address. BUYER shall provide any information necessary for such transaction and shall be responsible for paying, before the Closing, all deposits required by utility companies in order to continue service at the Property for periods after the Closing Date and shall take any other action and make any other payments required to assure uninterrupted availability of utilities at the Property for all periods after Closing. Following Closing, all utility deposits made by SELLER will be refunded directly to SELLER by the utility company holding same or BUYER shall, if delivered to BUYER, promptly forward any such deposits to Seller. This section shall survive the Close of Escrow.

3.9 Payment of Costs. SELLER shall pay for the premium for the standard coverage owner's Title Policy referred to in Section 3.10.2(b). Buyer shall be responsible for the premium for the cost of any endorsements or extended coverage tobe as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fees for the Escrow Holder shall be divided equally and other costs and charges will be paid in customary manner, provided, however, that if the Close of Escrow has not occurred by the Closing Date for reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated inthis Agreement shall be allocated between BUYER and SELLER in accordance with customary practice in the county in which the Property is located. BUYER and SELLER shall each be responsible for their respective attorneys' fees and costs for this Agreement.

3.10 Information Report. Escrow Holder shall file and SELLER and BUYER agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. SELLER and BUYER also agree that SELLER and BUYER, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither SELLER nor BUYER shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

3.11 Conditions to Close of Escrow.

3.11.1 Conditions to SELLER Obligations. In addition to any other condition set forth in this Agreement in favor of SELLER, SELLER shall have the right to condition its obligation to convey the Property to BUYER and close the Escrow upon the satisfaction, or written waiver by SELLER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**SELLER Conditions to Closing**"):

(a) Delivery of Document and Funds. BUYER shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by BUYER in order to accomplish the close of Escrow for the Property. BUYER shall have deposited with Escrow Holder the Purchase Price and the escrow and closing costs for which BUYER is responsible to pay and all other sums required of BUYER by this

Agreement.

(b) Representations and Warranties. All representations and warranties made by BUYER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) No Default under the Agreement. BUYER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured) and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

3.11.2 Conditions to BUYER's Obligations. In addition to any other condition set forth in this Agreement in favor of BUYER, BUYER shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by BUYER, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**BUYER Conditions to Closing**"):

(a) Delivery of Documents and Funds. SELLER shall have executed and deposited into Escrow the Grant Deed and all escrow and closing documents required to be submitted by SELLER in order to accomplish the close of Escrow for the Property. SELLER shall have deposited with Escrow Holder the escrow and closing costs for which SELLER is responsible to pay and all other sums required of SELLER by this Agreement.

(b) Title Policy. The Title Company is unconditionally and irrevocably committed to issue to BUYER at Closing a CLTA standard coverage owner's title policy, or, upon BUYER's request, an ALTA extended coverage owner's policy of title insurance (provided BUYER shall be responsible for any survey costs associated therewith and BUYER must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) Business Days prior to the Closing Date and BUYER shall be responsible for the additional cost of the extended coverage), insuring BUYER's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "**Approved Title Exceptions**"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under BUYER; (iv) items disclosed by the Survey and Preliminary Title Report (including any supplements) and approved or deemed waived by BUYER pursuant to the title review provisions in Section 2.4, or, if BUYER fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; and (v) any Title Objections that neither SELLER nor the Title Company has agreed to remove from title or insure over ("**Title Policy**"). Notwithstanding anything to the contrary herein, if endorsements are required to cure defects in title and SELLER has agreed to provide such endorsements as a means of curing such title defects, then SELLER shall pay for such endorsements.

(c) Possession and Condition. At least ten (10) Business Days before the Closing Date, SELLER shall remove from the Property any and all of SELLER's personal property and those of any trespassers and other third parties, and debris and trash from the Property. The physical condition of the Property, including without limitation, ay improvements thereon, shall be substantially the same on the Closing Date as on the Effective Date, except in the event of the occurrence of a casualty, in which case the provisions of Section 9 shall apply. Upon the close of escrow,

SELLER shall deliver full possession of the Property to BUYER free of any trespassers and other third parties and their respective personal property.

(d) Non-Foreign Affidavit. SELLER shall have executed and deposited into escrow a Non-Foreign Affidavit as required by federal law.

(e) Representations and Warranties. All representations and warranties madeby SELLER in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(f) No Default under Agreement. SELLER shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured)

(g) Encumbrances. There are no encumbrances on the Property known to Seller except for Approved Title Exceptions.

(h) Contract Termination. SELLER shall have canceled and terminated all agreements, contracts, leases, licenses, and use agreements relating to the Property with service providers and any third parties, or as otherwise required pursuant to this Agreement, and provided BUYER with written evidence of same.

(i) Existing Lease. As of the Closing, the Existing Lease shall automatically deemed terminated. If requested by either party or the Title Company, a formal termination of lease shall be executed by the parties and delivered to each party.

(j) The requirements under the California Environmental Quality Act, as amended, shall have been complied with.

3.11.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by BUYER or SELLER, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

3.11.4 Waiver. Each party may at any time or times, waive any of their respective Conditions to Closing in this Section 3.10, as set forth above, to their respective obligations hereunder, but any such waiver shall be effective only if contained in writing, signed, and delivered to the other party.

3.11.5 Escrow Termination. In the event each of the Conditions to Closing in this Section 3.10, as set forth above, is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived, any party hereto may at its option terminate this Agreement and the Escrow(s) opened hereunder, provided that party is not in default of this Agreement beyond any applicable notice and cure periods. No termination under this Agreement shall release any party then in default from liability for such default. In the event this Agreement is terminated, all documents and funds delivered to Escrow Holder shall be returned immediately to the respective parties.

4. **REPRESENTATIONS AND WARRANTIES.**

4.1 SELLER Representations and Warranties. SELLER hereby makes the following representations and warranties to BUYER, each of which is material and relied upon by BUYER in

making its determination to enter into this Agreement and each of which is re-made as of the Closing Date and shall survive the Closing Date:

(a) SELLER's execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which SELLER is a party or by which it is bound.

(b) SELLER owns the Property in fee simple, without leases or other use agreements (oral or in writing) or leasehold or other property or use interests and SELLER has the full right, power, and lawful authority to sell the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by SELLER has been fully authorized by all requisite actions on the part of SELLER.

(c) There are no pending actions, suits, writs, injunctions, decrees, legal proceedings orgovernmental investigations against the Property.

(d) SELLER has not received any notices and has no knowledge of any violation or threatened violations of any laws, ordinances, rules, regulations, or requirements of any governmental agency, body or subdivision affecting or relating to the Property whether civil, criminal, or administrative.

(e) SELLER is not the subject of a current or pending bankruptcy proceeding.

(f) SELLER has not received any notices and has no knowledge of any hazardous materials or waste (as defined by California Health and Safety Code Section 25100, et. seq. under 42 U.S.C. Section 9601 that exists at the Property or a violation of any environmental laws that exist at the Property.

4.2 BUYER's Representations and Warranties. BUYER hereby makes the following representations and warranties to SELLER, each of which is material and relied upon by SELLER in making its determination to enter into this Agreement and each of which is re-made as of the Closing Date and shall survive the Closing Date:

(a) BUYER has the full right, power, and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by BUYER has been fully authorized by all requisite actions on the part of BUYER.

(b) BUYER's execution, delivery, and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement, or order to which BUYER is a party or by which it is bound.

(c) BUYER is not the subject of a current or pending bankruptcy proceeding.

5. **SELLER COVENANTS.**

5.1 SELLER hereby covenants with BUYER, as follows:

(a) Operation of Property. Subject to Sections 5(c) and 5(d) below, from the Effective Date until the Close of Escrow, SELLER shall operate and maintain the

Property in a manner generally consistent with the manner in which SELLER has operated and maintained the Property prior to the Effective Date.

(b) Provide Copies of Notices. SELLER shall, from the Effective Date until the Close of Escrow, furnish BUYER with a copy of all notices received by SELLER from any governmental authority or other person or entity of any alleged violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property within two (2) business days following SELLER's receipt thereof.

(c) Leases. From the Effective Date until the Close of Escrow, SELLER shall not, without BUYER's prior written consent, which consent shall be granted or denied in BUYER's sole discretion: (i) execute any new or renew, terminate, amend, waive, or otherwise modify any existing reciprocal easement agreement related to the Property; or (ii) execute any new leases, licenses, or other use and occupancy agreements at the Property.

(d) Service Contracts. The parties agree that SELLER (i) shall not assign any service contracts to Buyer upon the Close of Escrow, and (ii) shall terminate all service contracts with respect to the Property effective as of the Closing Date. SELLER shall not execute any new service contracts or renew any service contracts for the Property from and after the Effective Date until the Close of Escrow.

6. **DEFAULTS.**

6.1 Institution of Legal Actions. Any legal action must be instituted in the Superior Court of San Bernardino County, State of California.

6.2 Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of oneor more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.3 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any ofits rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. **MISCELLANEOUS.**

7.1 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) a reliable courier service that provides a receipt showing the date and time of delivery, including but not limited to Federal Express, or
(c) registered or certified U.S. Mail, postage prepaid, return receipt requested. A courtesy copy of

any notices delivered in accordance with this subsection shall be concurrently sent via email as identified below, provided that such courtesy email is not intended or shall it be deemed to substitute as the effective means of notice delivery or alter the effective date of such notice. Notices shall be addressed to the respective parties as set forth below or to suchother address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To SELLER: Galaxy Investment Partners Fund
625 W Knoll Drive
West Hollywood, CA, 90069

Courtesy copy via email to:
abe@abekash.com
jubin@merajlegal.com

To BUYER: San Bernardino County
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Courtesy copy via email to:
brandon.ocasio@res.sbcounty.gov

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if by personal delivery or by overnight courier service, or on the date of receipt or the date the recipient refuses to accept receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement shall have the right from time to time, and at any time during the term of this Agreement, to change their respective notice addresses.

7.2 Relationship Between SELLER and BUYER. It is hereby acknowledged that the relationship between SELLER and BUYER is not that of a partnership or joint venture and that SELLERand BUYER shall not be deemed or construed for any purpose to be the agent of the other.

7.3 Attorneys' Fees. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 2.2 ("Hazardous Materials; Indemnification") or Section 7.10 ("Real Estate Brokerage Commission").

7.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns. This Agreement shall not be assigned or otherwise transferred without the prior written consent of BUYER and SELLER. Any change in control or ownership of SELLER shall be deemed an assignment requiring BUYER's consent for purpose of this Agreement.

7.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previousagreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be

in writing and executed by SELLER and BUYER.

7.6 Prohibited Persons and Transactions. SELLER represents to BUYER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.7 Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "**EO**") regarding Economic Sanctions against Russia and Russian entities and individuals. "**Economic Sanctions**" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the County or the State that SELLER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. SELLER shall be provided advance written notice of such termination, allowing SELLER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of BUYER.

7.8 Political Contributions. SELLER has disclosed to the BUYER using Exhibit C, whether it has made any campaign contributions of more than $250 to any member of the BUYER's Board of Supervisors or other BUYER elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of SELLER's proposal to BUYER, or (2) 12 months before the date this Agreement was approved by the BUYER's Board of Supervisors. SELLER acknowledges that under Government Code section 84308, SELLER is prohibited from making campaign contributions of more than $250 to any member of the BUYER's Board of Supervisors or other BUYER elected officer for 12 months after the BUYER's consideration of the Agreement. In the event of a proposed amendment to this Agreement, SELLER will provide the BUYER a written statement disclosing any campaign contribution(s) of more than $250 to any member of the BUYER's Board of Supervisors or other BUYER elected officer within the preceding 12 months of the date of the proposed amendment, Campaign contributions include those made by any agent/person/entity on behalf of the SELLER or by a parent, subsidiary or otherwise related business entity of SELLER.

7.9 Computation of Time. In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding County Business Day. The term "holiday" shall mean all holidays as recognized by the BUYER.

7.10 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

7.11 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

7.12 Real Estate Brokerage Commission. Each Party represents and warrants that neither Party has retained any brokers or finders to represent its interest in connection with this transaction. Each Party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

7.13 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. If authorized by law, the parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

7.14 Exhibits. Exhibits "A" "B" and "C" are attached to this Agreement and are incorporated hereinby this reference and made a part hereof.

7.15 No Withholding as Foreign Seller. SELLER represents and warrants to BUYER that SELLER is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code section 1445 and that it will deliver to BUYER on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

8. **BOARD OF SUPERVISORS APPROVAL.** This Agreement is subject to and shall have no force or effect until and unless first approved by Board of Supervisors for BUYER and executed by the authorized signatory for BUYER.

9. Reserved.

10. Reserved.

11. **AS-IS SALE**. Buyer hereby agrees and acknowledges that (i) it is buying the Property on an "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS" basis and that the Purchase Price reflects this fact; (ii) it has made or will make its own investigations and inspections of the Property, including, without limitation, the physical aspects of the Property and the Property's compliance with all laws applicable to the Property and the Property's fitness for its current or intended use or development (including without limitation the availability of future governmental permits or entitlements for the Property); (iii) in connection with its investigations and inspections of the Property, it has contracted or will have the opportunity to contract with certain advisors and consultants, including, but not limited to, environmental consultants, engineers and geologists, to conduct such environmental, hazardous material, geological, soils, hydrology, seismic, endangered species, archeological, physical,

structural, mechanical and other inspections of the Property as Buyer deems necessary; (iv) by the expiration of the Due Diligence Period it will have had the opportunity to review the reports of such advisors and consultants; (v) it is relying solely on such reports and its own investigations as to the Property, its condition and other characteristics and compliance with laws; and (vi) except for the representations and warranties of Seller as expressly set forth in this Agreement and Seller's indemnification obligations in Section 2.2 of this Agreement, Buyer is not making the purchase of the Property in reliance upon any statements or representations, express or implied, made by Seller or its agents or brokers, as to the condition of or characteristics of the Property, its fitness for use for any particular purpose, or the Property's compliance with any zoning or other rules, regulations, laws or statutes applicable to the Property, or the uses permitted on or the development requirements for or any other matters relating to the Property. Without limiting the foregoing, Buyer has not relied on any of the following which may have been provided by Seller or any of its agents or representatives: (I) the area of the land and/or the square footage of the improvements comprising the Property; (II) comparable sales or rents or projections with respect to the value or cash flow of the Property; or (III) general market information regarding the local market or sub-market of the Property.

12. **RELEASE OF SELLER**. Effective on the Close of Escrow, and except with respect to the express representations, warranties, covenants and obligations of Seller pursuant to this Agreement, including (but not limited to) Seller's indemnification obligations in Section 2.2 of this Agreement, Buyer hereby releases Seller and its affiliates from and waives all claims (including any claim for diminution in value of the Property arising from the condition of the Property) against Seller and its affiliates, at law or in equity, whether known or unknown, suspected or unsuspected, which Buyer has or may have, arising out of or related to the following (collectively, the "**Released Matters**"): the value, cash flow or physical condition of the Property, the soil condition or characteristics of the Property, its compliance with applicable law, the status or availability of entitlements for the Property, or its fitness for Buyer's intended purpose. Except as has been excluded from Buyer's release of Seller parties under this Section 12, Buyer expressly waives as to the Released Matters all rights granted under any provision of law including the provisions of California Civil Code § 1542, which provides as follows:

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

13. **SELLER'S RIGHT TO STUDIES**. If this Agreement is terminated for any reason other than due to the breach of this Agreement by Seller, upon Seller's written request but subject to the California Public Records Act and any other applicable law, Buyer shall deliver to Seller at no out-of-pocket cost or expense to Seller, one copy of any and all final due diligence reports prepared by third-parties in connection with Buyer's acquisition and planned development of the Property. All final reports delivered to Seller pursuant to this Section 13 is delivered without any representation or warranty of Buyer as to the completeness or accuracy thereof. The provisions of this Section 13 shall survive the termination of this Agreement.

14. **CONFIDENTIALITY**. In connection with the transaction contemplated herein, Seller will be

delivering or otherwise making available to Buyer information, documents and other materials related to the Property, which may include, without limitation, those documents and materials referred to in Section 2.1 herein (collectively, the "**Information**"). Without Seller's prior written consent, Buyer agrees not to disclose prior to the earlier of the Close of Escrow or the termination of this Agreement any Information or the terms of this Agreement except (i) to Buyer's directors, employees, auditors, counsel or professional advisors to whom it is necessary to show the Information, each of which shall be informed by Buyer of the confidential nature of the Information;(ii) in any statement or testimony pursuant to a subpoena or order by any court, governmental body or other agency asserting jurisdiction over Buyer, or as may otherwise be required by law (provided that Buyer shall give Seller prior notice of the disclosure permitted by this clause (ii) unless such notice is prohibited by the subpoena, order or law); and (iii) as required by the California Public Records Act and the Ralph M Brown Act.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

BUYER:
SAN BERNARDINO COUNTY

By: _____
Dawn Rowe, Chair
Board of Supervisors

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

LYNNA MONELL, Clerk of the Board of
Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng
Deputy County Counsel

Date: _____

SELLER:
GALAXY INVESTMENT PARTNERS FUND LLC

By: _____
Ebrahim Kashefi

Title: Manager

Date: _____

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

_____, 2024

By: _____

Name: _____

Title: _____

Escrow No. _____

EXHIBIT "A"

Legal Description of the Property

APN: 0396-142-10

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 24 AND 25, TRACT NO. 7870, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 100 OF MAPS, PAGES 8 TO 10, INCLUSIVE, RECORDS OF SAID COUNTY, AND AS AMENDED BY RESOLUTION NO. 81-76 RECORDED NOVEMBER 18, 1981, AS INSTRUMENT NO. 81-253213, OFFICIAL RECORDS.

APN: 0396-142-10-0000

PROPERTY ADDRESS: 15480 RAMONA AVENUE, VICTORVILLE, CALIFORNIA 92392

EXHIBIT "B"

GRANT DEED
(conveyance document)

Follows this page

RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

RECORDER: EXEMPT:
This instrument is for the benefit of the San Bernardino County and is entitled to be recorded without fee subject to Govt. Code 27383 and 6103, and Rev. & Tax Code 11922

A.P.N: 0396-142-10	**GRANT DEED**	Dept. Code:

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX $0.00 Conveyance to Government Entity. R&T 11922
☐ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at the time of sale
☐ Unincorporated Area ☐ City

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GALAXY INVESTMENT PARTNERS FUND LLC hereby GRANTS to **SAN BERNARDINO COUNTY, a body corporate and politic of the State of California,** the following real property in the unincorporated area of the City of Victorville, San Bernardino County, State of California:

SEE EXHIBIT “A”, LEGAL DESCRIPTION

GRANTOR:

_____ Dated: _____

_____ Dated: _____

SAN BERNARDINO COUNTY

CERTIFICATE OF ACCEPTANCE

APN: 0396-142-10

This is to certify that the interest in real property conveyed by the within the instrument to San Bernardino County, a body corporate and politic of the State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on March 27, 2012, and the Grantee consents to recordation thereof by its duly authorized officer/agent.

Dated: _____

By: _____
Terry W. Thompson, Director
Real Estate Services Department

Exhibit C
Campaign Contribution Disclosure
(Senate Bill 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

(1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources, or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Seller must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Seller: Galaxy Investment Partners Fund LLC

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

   Yes ☐ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

   No ☑

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Ebrahim Kashefi

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than $250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Seller certifies that the statements made herein are true and correct. Seller understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than $250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

3/18/24
Date

Ebrahim Kashefi
Print Name

Galaxy Investment Partners Fund LLC
Print Entity Name, if applicable