

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered as of November 4, 2021 between AZUSA UNIFIED SCHOOL DISTRICT ("Buyer") and OPTIONS FOR LEARNING a California corporation ("Seller"), with reference to the following:

- A. Seller is the owner of that modular classroom located at Clifford Murray Elementary School at 505 E. Renwick Road, Azusa, 91702. (Identification numbers: OSIF24936/ decal # OCJ7152 and OSIF24937/decal# OCJ7153.) The land (the "Land") on which the facility is located is owned by Buyer and was previously leased to Seller.
- B. Buyer now desires to purchase the Facility and Seller is willing to sell the Facility, on and subject to the terms and conditions in the Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, Seller's right, title and interest in the Facility on the terms and conditions in this Agreement.
2. Purchase Price. The purchase price for the Facility (the Purchase Price) shall be One Thousand Five Hundred Dollars (\$1,500). The Purchase Price shall be payable 30 days after the date of this agreement.
3. "As-Is": Representations.
  - (a) Buyer acknowledges that Buyer is acquiring the facility in its "As-Is", "Where Is" condition.
  - (b) Buyer has made its own investigations of the Facility and is relying solely on its own investigations. Except as specifically provided in this Agreement. Buyer has not relied on any warranty or representation made by Seller or by any person purporting to represent Seller.
  - (c) To the actual knowledge of Seller's Executive Director, Seller has good and marketable title to the Facility and the Facility is free of liens and encumbrances.
4. Taxes.
  - (a) Buyer shall be responsible for any and all taxes arising from or in connection with the purchase and sale of the Facility, including but not limited to conveyance and/or transfer fees and taxes and sales taxes.

5. Environmental and Other Matters

(a) Definitions

As used in this agreement:

(1) Upon purchase of the Facility, Buyer assumes all risks relating to the ownership or use of the Facility, including but not limited to the presence of any Hazardous Substances in, on, under or about the Facility and releases Seller and its officers, directors, employees, attorneys, agents, advisors, consultants or representatives from any past, present or future claims or liabilities with respect thereto. In connection with the above releases and discharges, Buyer specifically waives any benefit of the provisions of Section 1542 of the California Civil Code. Buyer further agrees that the releases set forth in this Agreement shall not be subject to termination, rescission, alteration or reformation as a result of claims discovered subsequent to the execution of this Agreement or as a result of or in connection with any subsequently discovered facts. Nothing in this paragraph (1) is intended to constitute a release of any claims Buyer may have against anyone.

6. Entire Agreement. This agreement contains the entire agreement between the parties to the Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

OPTIONS FOR LEARNING  
A California corporation

By:



Paul F. Pulver, CEO

AZUSA UNIFIED SCHOOL DISTRICT

By:



Latasha D. Jamal,  
Assistant Superintendent, B.S