





# 20200787726



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07/16/20 AT 08:00AM

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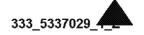
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SEQ: 01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED



# FOR REFERENCE ONLY: 20200787726

Recording Requested By: Fidelity National Title

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

Coblentz, Patch, Duffy & Bass LLP One Montgomery Street, Suite 3000 San Francisco, CA 94104-5500

Attn: Matthew Bove

25010211-CS

APN: 4032-001-049

Space Above for Recorder's Use

#### MEMORANDUM OF PURCHASE AND SALE AGREEMENT

By this Memorandum of Purchase and Sale Agreement ("Memorandum"), BHAGAT INVESTMENTS – CENTURY, LLC, a California limited liability company ("Seller") and MURPHY'S BOWL, LLC, a Delaware limited liability company ("Buyer"), give notice that they have entered into an agreement to purchase certain real property more particularly described in Exhibit A attached hereto and incorporated in this Memorandum (the "Property").

- 1. <u>Price and Terms.</u> The price and other terms of the purchase and sale are set forth in the Purchase and Sale Agreement and Escrow Instructions ("<u>Purchase Agreement</u>") dated as of June 11, 2020, executed between Seller and Buyer, which is incorporated by reference in its entirety in this Memorandum. The parties have executed and recorded this Memorandum to give notice of the Purchase Agreement and the respective rights and obligations of Buyer and Seller. In the event of any inconsistency between this Memorandum and the Purchase Agreement, the Purchase Agreement shall control.
- 2. <u>Termination</u>. Unless sooner terminated by Buyer and Seller, this Memorandum shall automatically terminate and be of no further force or effect on December 31, 2022. Following such automatic termination, at request of either party, Buyer and Seller shall execute and deliver such documentation needed to confirm such automatic termination and remove this Memorandum from title to the Property.
- 3. <u>Successors and Assigns</u>. This Memorandum shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.
- 4. <u>Counterparts</u>. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[signatures follow]

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[signatures follow]

IN WITNESS WHEREOF, Seller and B	uyer have signed this Memorandum as of
	SELLER:
	BHAGAT INVESTMENTS – CENTURY, LLC, a California limited liability company
	By: JAMESH PATEL
	Its: See Attachment for California Notary
	BUYER:
	MURPHY'S BOWL, LLC, a Delaware limited liability company
	By: Signed in counterpart
	Name:
	Its:
	Date:

On OR IN 2020, before me, TANDAMES VICKERS, a Notary Public, personally appeared TENESH PATEL , 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.

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

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the

IN WITNESS WHE	REOF, Seller and	Buyer have signed this Memorandum as of
July 15th	, 2020.	
J		SELLER:
		BHAGAT INVESTMENTS – CENTURY, LLC, a California limited liability company
		By: Signed in counterpar
		Name:
		Its:
		Date:
		BUYER:
		MURPHY'S BOWL, LLC, a Delaware limited liability company
		By:
		Name: Brandt Vaughan
		Its: Manager
		Date: 7/13/2020

STATE OF WASHINGTON	)
	) ss
COUNTY OF KING	)

I hereby certify that I know or have satisfactory evidence that Brandt Vaughan is the person who appeared before me, and said person acknowledged that he signed this instrument as an authorized agent of Murphy's Bowl LLC, and on oath stated it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 13, 2020

My appointment expires 06/07/222

### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT ANY RIGHT OF SURFACE ENTRY, AS RESERVED BY ROBERT KING SMIGEL AND SUZAN K. SMIGEL, HUSBAND AND WIFE, AS TO AN UNDIVIDED FOUR-FIFTHS INTEREST; ALVIN WEINSTEIN, AN UNMARRIED MAN, AS TO AN UNDIVIDED ONE-FIFTH INTEREST, BY DEED RECORDED MARCH 5, 1974 AS INSTRUMENT NO. 901 IN BOOK D6190, PAGE 241 OF OFFICIAL RECORDS.

APN: 4032-001-049