

**EXHIBIT A**  
**SEALED BID FORM**  
**OFFER TO PURCHASE**

**San Joaquin River**  
**Executive Residence and Almond Orchard**  
**58.2± acres**  
**Fresno, California**

**The undersigned** (Offeror) hereby offers to purchase the right, title and interest in land located in the County of Fresno and described as;

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN FRESNO COUNTY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A portion of Section 17, Township 13S, Range 17E, MDB&M, Fresno County, Assessor's Parcels 015-200-11S & 15S., 58.2± acres including residence and almond orchard. (Prelim Exhibit G Attached)

**The purchase price** suggested minimum bid is \$1,460,000. Any amount may be bid subject to Sellers' final acceptance. The Sellers reserve the right to accept or reject any and all bids by the buyer. In order to qualify as a bidder, a 10% deposit of the Offeror's purchase bid must be in the form of U.S. legal tender, Cashier's check, personal check or bank drafts.

**Bid Price \$** \_\_\_\_\_

**The deposit** shall be made out to Pearson Realty Trust account and will be held uncashed until the winning bid is announced. All unsuccessful bidders' checks will be returned within 5 days. Successful Offeror's deposit will be delivered to Chicago Title Company Fresno, with a signed purchase contract for the completion of this purchase. A contract will be completed for Offeror's signature within 2 days of bid acceptance. At opening of escrow and signed contract the 10% deposit will become non-refundable but applicable to the sales price.

**10% of Bid Price \$** \_\_\_\_\_

**The property shall be conveyed by Grant Deed** Offeror will provide escrow holder with legal vesting within ten (10) days of closing of escrow. Escrow and the recorded transfer of the property will occur on December 19<sup>th</sup>, 2008.

**If the Offeror is an entity** other than a natural person, ie. a partnership, corporation or trust, the person signing this bid warrants and represents he or she is authorized to execute this bid on behalf of the Offeror and will provide escrow officer with authorizations.

**This offer shall be irrevocable** until 4:00PM local time on Thursday, December 18<sup>th</sup>, 2008. If the offer is accepted by the Offeree but the Offeror fails to perform the contract, the bid deposit of 10% shall be forfeited by the Offeree as liquidated damages since it would be impractical and extremely difficult to fix the Offeree's damages.

**Condition of "As Is" Property** Offeror acknowledges that except for the expressed warranties and representations contained in the agreement and the Grant Deed, Offeror is not relying on any oral, implied, or other representation statements or warranties by Offeree, Pearson Realty, Guarantee Real Estate or its salesmen. All previous written, oral, implied or other statements representing warranties or agreements if any are merged herein. The residence and land are being sold with a reservation by the owner of 50% of existing oil, mineral or gas rights.

**Other than specifically disclosed** herein Offeror has not made, does not make and expressly disclaims any warranties, representations, covenants or guarantees expressed or implied or arising by operation of law as to the merchantability, habitability, quantity, quality or environmental conditions of the property or its suitability and fitness for any Offeror's particular purpose or use.

**Upon conveyance of the property** Offeror affirms that it has:

1. Investigated and inspected the property to its satisfaction and is familiar and satisfied with the condition of the property and has made its own determination as to its suitability and use.
2. And the property suitability or fitness for any particular use Offeror hereby accepts the property in the present condition on an "As Is, Where Is", basis.
3. Offeror further acknowledges that the provisions of the sale have been fully explained to the Offeror and that the Offeror fully understands and accepts the same.

**Notification of Offeree acceptance** Winning bidder will be notified by the auction company the next day following the auction date. Upon notification a contract will be prepared and once signed within two (2) days of notification an escrow will be opened and completed on or before December 19<sup>th</sup>, 2008.

**Transferring and Escrow** An Escrow Account and Preliminary Title Report has been established with Chicago Title Company in Fresno, California and contracted to complete the transfer of this property. A copy of the Preliminary Title Report and other information has been made available to the Offeror for complete examination. Offeree will be responsible for customary charges associated with the transfer of this property including title insurance, County documentary transfer tax, ½ escrow fees, Natural Hazard Disclosure Statement, Home Warranty if required and auction company fees.

**The Offeror has read and agrees** to the foregoing sealed bid auction agreement and by affixing the signature on this form accepts the responsibilities and duties of this agreement.

**Bid Deadline** Signed bid form and deposit must be in a sealed envelope and delivered to Pearson Realty, Fresno Office, 7480 North Palm Avenue, Ste. 101, Fresno, California 93711, Attn: Jim Olivas before 1:30PM Pacific Standard Time, Wednesday, December 3<sup>rd</sup>, 2008.

**Name of Offeror:** \_\_\_\_\_ **(Please Print)**

**By:** \_\_\_\_\_ **(Signature)**

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Acceptance**

The foregoing offer is hereby accepted by the owner this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**Kathy Hicks Cannon**

**By:** \_\_\_\_\_  
Authorized Signature

