

Meeting Date: 1/7/2014

Report Type: Public Hearing

Report ID: 2013-00865

Title: Appeal of the Planning and Design Commission Decision for 860 Arden Way Shell Alcohol Sales (P13-015) (Published 11/27/2013) (Continued from 12/10/2013)

Location: District 2

Issue: The owner Shell service station has appealed the City's Planning Commission's denial of a Special Permit to establish the sale of alcoholic beverages (beer and wine) onsite. Based on the applicant's willingness to adhere to a list of restrictive conditions, staff is now recommending support for the Special Permit to allow the sale of alcohol at this site.

Recommendation: Conduct a public hearing and upon conclusion, 1) pass a Resolution exempting the project from CEQA; and 2) pass a Resolution approving the appeal thereby approving the project.

Contact: Robert W. Williams, Associate Planner, (916) 808-7686; Lindsey Alagozian, Senior Planner, (916) 808-2659, Community Development Department

Presenter: Gregory Bitter, AICP, Principal Planner, (916) 808-7816, Community Development Department

Department: Community Development Dept

Division: Planning

Dept ID: 21001221

Attachments:

- 01-Description/Analysis
- 02-Background
- 03-Resolution (Environmental)
- 04-Resolution (Project)
- 05-Appeal
- 06-Vicinity Map
- 07-Site-Floor-Plan
- 08-Photo-Elev#1
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- 12-Zoning-Land-Use-Map
- 13-Regional Transit Letter
- 14-Support Letter #1
- 15-Support Letter #2
- 16-Support Email #1
- 17-Opposition Letter #1
- 18-Opposition Email #1
- 19-Bolanas-Letters

City Attorney Review

Approved as to Form
Jeffrey Heeren
12/16/2013 2:57:29 PM

Approvals/Acknowledgements

Department Director or Designee: Max Fernandez - 12/3/2013 6:58:56 PM

Description/Analysis

Issue Detail: The site is currently developed with an existing service station and a 2,030 square foot convenience market. In 1989, a special permit was approved by the City Planning Commission allowing the sale of alcohol at this convenience market. The convenience market ceased operations from June of 2009 to September of 2011. Therefore, the special permit allowing the sale of alcohol was deemed automatically revoked (per former Sacramento City Code 17.212.100(G)). The Zoning Code required the applicant to obtain a new Special Permit approved by the Planning and Design Commission in order to reestablish alcohol sales at this location. The Planning and Design Commission denied the Special Permit for alcohol sales and the applicant appealed this decision to City Council. Subsequent to the Planning and Design Commission's denial of the Special Permit, and the applicant's appeal of this decision, the Sacramento Police Department and the applicant agreed to a list of restrictive conditions for the proposal. Based on the applicant's agreement with this list of conditions, the Sacramento Police Department supports the Special Permit to allow the sale of alcohol at this site.

Policy Considerations: The subject site is designated as Urban Corridor Low on the General Land Use and Urban Form Diagram. This designation provides for uses including retail, service, office, residential, compatible public, quasi-public, and special uses. Staff finds that the project is consistent with all the applicable General Plan policies as discussed further in the background section.

Economic Impacts: None.

Environmental Considerations: The Environmental Services Manager has determined the project is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines (Section 15301). Section 15301 consists of existing facilities involving negligible or no expansion of an existing use.

Sustainability: The project has been reviewed for consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP) and the 2030 General Plan.

Commission/Committee Action: The project was heard by the Planning and Design Commission on September 12, 2013. At that time, staff recommended the Planning and Design Commission deny the request to allow alcohol sales. The Planning and Design Commission approved the staff recommendation to deny the project with a vote of 9 ayes and 4 nays. The action by the Commission was appealed to the City Council by the applicant on September 20, 2013. A copy of the appeal may be found in Attachment 5.

Rationale for Recommendation: Subsequent to the appeal, the Sacramento Police Department has been assured that the applicant accepts the restrictive conditions proposed for the project. With these conditions in place, the Police Department has determined that the alcohol sales at this site could be supported and the restrictive conditions of approval will ensure that this project will not enlarge or encourage the development of a skid row or blighted area. Therefore, staff recommends the City Council grant the appeal and approve the project subject to the findings of fact and conditions of approval in Attachment 4.

Financial Considerations: This project has no fiscal considerations.

Emerging Small Business Development (ESBD): No goods or services are being purchased under this report.

Attachment 2: Background

Background Information: The subject site is on the south side of Arden Way, east of Royal Oaks Drive and directly adjacent to the Royal Oaks Light Rail Station. City records show that a service station was established at this address around 1968. At that time, the site was zoned Light Industrial (M-1), and a service station use was allowed as a matter of right in this zone. In 1989, the service station was demolished and the current service station with a convenience market was constructed on the property. This new combined use was also allowed as a matter of right in the M-1 zone; however, entitlements were required to allow both the sale of alcohol and also to allow the convenience market within 500 feet of residential property to remain open between the hours of 11 PM and 6 AM.

On July 13, 1989, the Planning Commission approved a special permit with conditions to allow the sale of alcohol for off-site consumption and also approved a special permit with conditions to allow the 24-hour convenience market (P89-215).

In 1989, the convenience market business was branded as a Chevron station. In January 2005, sign permits indicate the service station became a Valero branded station. In June 2009, utility records indicate that the business had closed.

On April 12, 2011, the City Council adopted the Swanston Station Transit Village Specific Plan (M09-020). This plan included an ordinance rezoning this property from the Light Industrial (M-1) zone to the General Commercial, Transit Overlay (C-2-TO) zone (Ordinance No. 2011-023), which took effect on May 12, 2011. A service station is not an allowed use in the Transit Overlay zone; therefore, this preexisting service station is considered to be a legal nonconforming use on this property.

In September 2011, the convenience market and gas station reopened on the site. After much staff research and review, it was determined that the special permit to allow the sale of alcohol was deemed automatically revoked (in accordance with Chapter 17.212.100(G) of the City Code).

The applicant acquired the business in late 2012 and approached City Police and Planning staff about applying for entitlements to sell alcohol. The Police Department's position has evolved based on the applicant's willingness to accept conditions that included a requirement to restrict the sales of beer/ale to packages of 12 or greater, among others. At the time the project was heard by the Planning and Design Commission on September 12, 2013, the Police Department did not support the proposal to sell alcohol at this location. Based on the position of the Police Department and Planning staff, the Planning and Design Commission denied the request to allow alcohol sales at this location.

Table 1: Project Information for 860 Arden Way Shell
General Plan designation: Urban Corridor Low (UCORLOW) (FAR: 0.3 to 3.0)
Existing zoning of site: General Commercial (C-2-TO)
Overlay zone: Transit Overlay
Existing use of site: Service Station with convenience market/store
Property area: 0.66 ± acres or 28,800 square feet
Gross Square Footage Building: 2,030 square feet
FAR: 0.07 (Calculated as 2,030 / 28,800)*

***Floor Area Ratio Calculations include the gross building area over the net lot area.
The canopy is excluded from the calculation.**

Public/Neighborhood Outreach and Comments: The current planning application for 860 Arden Way Shell was submitted March 8, 2013. The proposal was routed for early review to the Woodlake Neighborhood Association, the Del Paso Boulevard Partnership, the North Sacramento Chamber of Commerce, Regional Transit and other agencies. On June 14, 2013, the site was posted and the organizations and all property owners within 500 feet of the subject site were notified of the originally scheduled Planning and Design Commission public hearing scheduled for June 27, 2013. The project was withdrawn from the agenda and was re-noticed on August 30, 2013 for the Planning and Design Commission hearing that was held on September 12, 2013, at which the project was denied. The applicant appealed the project on September 20, 2013.

Policy Considerations: The 2030 General Plan Update was adopted by City Council on March 3, 2009. The 2030 General Plan's goals, policies, and implementation programs define a roadmap to achieving Sacramento's vision to be the most livable city in America.

The 2030 General Plan Update designation of the subject site is Urban Corridor Low which includes street corridors that have multi-story structures and more intense uses at major intersections, lower-intensity uses adjacent to neighborhoods, and access to transit service throughout. At major intersections, nodes of intense mixed-use development are bordered by lower-intensity single-use residential, retail, service, and office uses. Street-level frontage of mixed-use projects is developed with pedestrian-oriented uses. The streetscape is appointed with landscaping, lighting, public art, and other pedestrian amenities. The service station and convenience market were constructed on the site in 1989. As described previously, the service station is a legal nonconforming use, while the convenience market is an allowed use.

2030 General Plan Policies:

Development Review. The City shall continue to include the Police Department in the review of development projects to adequately address crime and safety, and promote the implementation of Crime Prevention through Environmental Design principles (PHS 1.1.7).

Staff finds that the Police Department has reviewed the proposal and they are supportive of the beer and wine sales as long as the proposed conditions of approval are adopted in order to address the safety concerns of the Police Department. A more detailed description of the concerns is outlined in the alcohol sales section of this report.

Land Use: The site is located along Arden Way, just east of Royal Oaks Drive and south of Empress Street in North Sacramento. On the north side of Arden Way, there is a mixture of commercial and industrial uses including a used car lot, a take-out restaurant and warehouse buildings. Residential uses are located to the north of the subject site. The Royal Oaks Light Rail Station directly abuts the property to the west and residential uses are located further to the southwest. The light rail tracks and a mixture of commercial and offices are located to the south. To the east there are commercial and industrial uses. There is a child care center within 175 feet on Beaumont Street. The table below indicates the proximity of land uses to the project site.

The site contains a 2,030 square foot building on the southeast corner of the parcel. There are four parking spaces immediately in front of the building, including an accessible space. The site also contains a single large canopy covering two fueling islands. There are four existing additional parking

on the west side of the parcel adjacent to the light rail station. The site has been renovated but has not been expanded since it was constructed in 1989.

The service station was made a legal nonconforming use when the site was rezoned from Light Industrial (M-1) to General Commercial, Transit Overlay (C-2-TO). As previously mentioned, the service station use was legally constructed and after the rezone occurred it had been determined by staff to be a legal existing nonconforming use. Staff has had no concerns regarding the continued use of the property as a service station operation.

Table 2: Surrounding Uses		
Land Use	Location	Distance from Site
Child Development Center	2224 Beaumont Street.	172'
Residential	Boxwood Street	135'
Light Rail Station	800 Arden Way	Abutting
Recycling Center	777 Arden Way	320'
Convenience Market/Store with Beer/Wine Sales	739 Arden Way	630'
Dixie-Anne Park	2415 Evergreen Street	1250'
Woodlake Park	500 Arden Way	1950'
Woodlake Elementary	700 Southgate Road	1250'
Fred K. Robinson Community Day	670 Dixieanne Avenue	1250'

Alcohol Beverage Control (ABC) License: The applicant has a pending Type 20 (Off Sale Beer and Wine) which has transferred ownership multiple times since 1989. The Type 20 license authorizes the sale of beer and wine for consumption off the premises where sold.

Alcohol Sales: The applicant proposes to reestablish alcoholic beverage sales in the existing convenience market building in the General Commercial, Transit Overlay (C-2-TO) zone, and this request required a Planning and Design Commission Special Permit. The service station had an active Special Permit for alcohol sales from 1989 until June 2011 when it expired due to the two-year closure. When the market was first reopened in September 2011 with beer and wine sales, the business operator was in violation of the expired permit and was forced to cease selling beer and wine. The site now has a new operator and the Police Department believes that the proposed conditions of approval will reduce problems at this site.

Section 17.24.050(40) of the former zoning code permitted the sale of alcoholic beverage at this facility with the issuance of a special permit. In evaluating special permit proposals of this type, the Commission was required to make the following findings:

1. The proposed use will not adversely affect the peace or general welfare of the surrounding neighborhood.
2. The proposed use will not result in undue concentration of establishments dispensing alcoholic beverages.
3. The proposed use will not enlarge or encourage the development of a skid row or blighted area.

4. The proposed use will not be contrary to or adversely affect any program of redevelopment or neighborhood conservation.

The Zoning Ordinance also required that the Planning Commission consider whether the proposed alcohol related use will detrimentally affect nearby residentially zoned areas, and give consideration to the distance of the proposed use from residential buildings and from churches, schools, hospitals, public parks, playgrounds, day care centers, and social welfare institutions. There is a child care center within 175 feet on Beaumont Street. The other closest known sensitive uses to the site are parks and schools approximately 1,250 feet from the subject site. Staff believes that the conditions placed on the Special Permit will mitigate any negative impacts that can be generated.

The proposed use will not enlarge or encourage the development of a skid row or blighted area in that the project has been coordinated with the Police Department to provide on-site security measures. The proposed use will not be contrary to or adversely affect any program of redevelopment or neighborhood conservation in that the project site is a pre-existing building.

The beer and wine sales request has been reviewed and is supported by the Police Department. They have added several conditions, agreed to by the applicant, specific to alcohol sales. The most restrictive conditions include the following (all the conditions are found in attached project resolution):

- Alcohol sales are limited to the hours between 8 A.M. and 11 P.M.;
- Beer/ale shall be sold in original factory packages of a twelve pack or greater and malt-based coolers shall be limited to packages of four or more;
- Wine and/or wine coolers must be sold in no less than 750 mil or 4-pack;
- No distilled spirits or fortified wines shall be sold;
- Signs shall be posted prohibiting consumption of alcoholic beverages in the business or in the parking areas
- Closed-circuit color video cameras shall be employed to monitor the cash registers and the entrances. Closed-circuit video cameras shall also be installed to monitor all four exterior sides of the building.

While concerns have been raised about the reestablishment of beer and wine sales at this site, Planning and Police Department staff believes the proposed conditions will result in good business operations and prevent the proposed use from becoming a nuisance to the light rail station or the nearby neighborhoods.

Access, Circulation and Parking: The lot is irregular shape with the main building in the southeast corner of the lot. There are two driveways and two fueling islands and a total of four two-sided fuel pumps. There are eight existing parking spaces and one might be removed for a propane tank installation. Based upon the uses at the site, a total of two parking spaces are required, and a total of seven parking spaces will be provided.

Building design, signage and landscaping: There are no proposed changes to the building and structures on the property at this time. Design Review approval will be required for any future renovations or expansions as the site is located within the Swanston Station Design Review District.

RESOLUTION NO.

Adopted by the Sacramento City Council

**DETERMINING PROJECT EXEMPT FROM REVIEW UNDER THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT
860 ARDEN WAY SHELL ALCOHOL SALES (P13-015)**

BACKGROUND

- A. On September 12, 2013, the City Planning and Design Commission conducted a public hearing, and denied the alcohol sales request at 860 Arden Way Shell Alcohol Sales.
- B. On September 20, 2013, the applicant appealed the decision of the City Planning and Design Commission to the Sacramento City Council.
- C. On January 7, 2014, the City Council conducted a public hearing, for which notice was given pursuant to Sacramento City Code Sections 17.132.120(E), 17.212.035, 17.216.035, and 17.200.010(C)(2)(a, b, and c) (publication, posting, and mail 500'), and received and considered evidence concerning the 860 Arden Way Shell project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Based on the determination and recommendation of the City's Environmental Planning Services Manager and the oral and documentary evidence received at the hearing on the Project, the City Council finds that the Project is exempt from review under pursuant to section 15301 of the Environmental Quality Act Guidelines as follows:

- A. The project consists of the operation of an existing 2,030± square foot convenience market that involves no expansion of use beyond the existing facility at the time of the City's determination.

Attachment 4: Entitlement Approval Resolution

RESOLUTION NO.

Adopted by the Sacramento City Council

ADOPTING FINDINGS OF FACT AND APPROVING THE 860 ARDEN WAY SHELL ALCOHOL SALES PROJECT LOCATED AT 860 ARDEN WAY (P13-015) (APN: 277-0134-021-0000).

BACKGROUND

- A. On September 12, 2013, the City Planning and Design Commission conducted a public hearing and denied the alcohol sales request for the 860 Arden Shell Alcohol Sales Project.
- B. On September 20, 2013, the applicant appealed the decision of the City Planning and Design Commission to the Sacramento City Council.
- C. On January 7, 2014, the City Council conducted a public hearing, for which notice was given pursuant to Sacramento City Code Sections 17.132.120(E), 17.212.035, 17.216.035, and 17.200.010(C)(2)(a, b, and c) (publication, posting, and mail 500'), and received and considered evidence concerning the 860 Arden Way Shell Alcohol Sales Project.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Based on the verbal and documentary evidence received at the hearing on the 860 Arden Way Shell Alcohol Sales project, the City Council approves the Project entitlements based on the findings of fact and subject to the conditions of approval as set forth below.

Section 2. The City Council approves the Project entitlements based on the following findings of fact and conditions of approval:

- A. Environmental Determination:** The Environmental Exemption for the Project has been adopted by Resolution No. ____.
- B. The Special Permit for Alcohol Sales (Beer and Wine) in the General Commercial, Transit Overlay (C-2-TO) zone is **approved** based on the following Findings of Fact:**
1. The proposed use will not adversely affect the peace or general welfare of the surrounding neighborhood in that the beer sales will be limited to packs of 12 or greater and wine sales will be limited to bottles of 750ml or greater. Furthermore the sale of distilled spirits and fortified wines will be prohibited.
 2. The proposed use will not result in undue concentration of establishments dispensing alcoholic beverages as the only one other retail operation in the area near the subject site that is allowed to sell alcoholic beverages for off-site consumption.

3. The proposed use will not enlarge or encourage the development of a skid row or blighted area as the conditions require the applicant to monitor the site and remove project generated trash and debris from adjacent streets and properties.
4. The proposed use will not be contrary to or adversely affect any program of redevelopment or neighborhood conservation as the project site is not in any area overseen by a redevelopment program.

Conditions of Approval

B. The **Special Permit** for Alcohol Sales (Beer and Wine) in the General Commercial, Transit Overlay (C-2-TO) zone **approved** subject to the following conditions of approval:

Planning Division:

1. The business shall establish a “Good Neighbor” policy that includes but not limited to the following:
 - a. In the event of an emergency or to report a complaint, the operator shall have posted onsite the name of an emergency contact person and phone number, in a clearly identified place; and
 - b. The operator shall establish a clear process for neighboring businesses and residents to communicate directly with the management staff should there be any problems or issues.
2. The applicant shall be responsible for the daily removal of all litter generated by the business from the subject site, adjacent properties.
3. Refrigerated beer and wine shall be limited to a maximum of three cooler door displays (existing size).
4. Unrefrigerated wine is limited to eight square feet.
5. No unrefrigerated beer shall be displayed.
6. Any modifications to the project description shall be subject to the review and approval by the Planning Division and may result in the need for additional planning entitlements.
7. All exterior signage shall conform to the City of Sacramento sign code and shall obtain a sign permit.
8. Visibility to the interior of the store through the storefront windows shall be maintained and shall not be obscured by a predominance of sales racks or advertising posters. Any racking systems placed adjacent to the storefront windows shall be kept in a clean and orderly manner.
9. At least one bicycle rack shall be provided onsite.

Police Department:

10. Alcohol sales are limited to the hours between 8:00 AM and 11:00 PM.
11. Beer, ale, and/or malt beverages shall be sold in the original factory packages of a 12 pack or greater, except malt based coolers.
12. Wine and/or wine coolers must be sold in no less than 750 ml containers or 4 pack containers.
13. No fortified wines shall be sold.
14. No distilled spirits shall be sold.
15. All ice shall be sold at or about prevailing prices in the area and in the quantities of not less than 3 pounds per sale and shall not be given away for free.
16. There shall be no cups, glasses, or similar receptacles commonly used for drinking of beverages, sold furnished or given away at the licensed premise in quantities of less than twenty-four and in their original multi-container package.
17. In-store signage alerting customers that the sales associates will request valid identification for all subjects attempting to purchase alcohol.
18. Electronic "point of sale" age verification which requires the scanning of customer's identification and automatic verification of birth date to ensure age requirements are met to complete all alcohol sales.
19. No advertising of beer or wine sales shall be allowed on exterior signs or window signs.
20. The main cashier shall be equipped with a central station silent robbery alarm system and telephone.
21. Any rear door used to admit employees or deliveries shall be equipped with a 180 degree viewing device to screen persons before allowing entry.
22. Height markers which display height measurements are required on the interior doorway of the business.
23. All exterior lighting fixtures shall be maintained and operational.
24. Exterior lighting shall be at a level to allow adequate visibility of the presence of any person on or about the site during hours of darkness. Special consideration for lighting of drive-thru and the south side of the building must be considered. Lighting needs to be adequate enough to provide safety but must avoid light pollution for the nearby residents. Lighting must meet IESNA minimum standards.
25. No public telephone/pay phone shall be allowed on the premises.

26. The applicant shall post the property No Trespassing / No Loitering in accordance with section 602(k) of the California Penal Code, and sign an enforcement agreement with the Sacramento Police Department to prosecute all violators.
27. Signs shall be posted prohibiting consumption of alcoholic beverages in the business and in the parking lot areas. The proprietor, or their agent, shall immediately disperse loiterers in order to prevent a nuisance or unreasonable interference with adjacent properties.
28. There shall be no video/arcade machines maintained upon the premises at any time.
29. All dumpsters must be kept locked.
30. The applicant shall be responsible for the daily removal of all litter generated by the business, from the subject site, adjacent properties and streets.
31. The landscaping plan must be coordinated with the lighting plan/surveillance camera plan to ensure proper illumination and visibility is maintained through the maturity of the trees and shrubs.
32. In order to preserve visibility, we recommend shrubs that mature around 2-3' tall, and trees with canopy no lower than 8'tall.
33. Closed-circuit color video cameras shall be employed to monitor the cash registers and the entrances.
34. The recording device shall be a digital video recorder (DVR) capable of storing a minimum of 30 days' worth of activity.
35. The DVR must be kept in a secured area that is accessible to only the management.
36. Television style monitors should be mounted in a visible location near the entrance so that patrons can clearly see their activities are being monitored when they enter through the front door.
37. Closed-circuit color video cameras should also be used in the parking lot area to create comprehensive coverage. Parking lot cameras often make an immense impact during the investigation of a crime.
38. If problems arise and the City receives excessive complaints or significant negative and/or criminal activity occurs, the City reserves the right to revoke the Special Use Permit. This determination shall be subject to Section 17.212.080 of the City Zoning Code (Revocation of a Special Permit).



Appeal Decision
City of Sacramento Planning and Design Commission

Date: SEPTEMBER 20, 2013

To the Planning Director:

I do hereby make application to appeal the decision of the City Planning and Design Commission on SEPTEMBER 12, 2013 (hearing date), for project number P 13-015.

X Special Permit for Sale of alcohol for off-premise consumption
 _____ Variance for _____
 _____ "R" Review for _____
 _____ Other for _____

_____ Granted by the City Planning Commission
X Denied by the City Planning Commission

Property Location: 810 ARDEN WAY (A.K.A. 820 ARDEN WAY)

Grounds For Appeal: (explain in detail, you may attach additional pages)

PLEASE SEE ATTACHED EXHIBIT A

Appellant: KABUL SINGH (please print) Daytime Phone: (530) 308-8555

Address: 810 ARDEN WAY, SACRAMENTO, CA 95815

Appellant's Signature: Kabul Singh

Please note that once this application is submitted to the City of Sacramento, your information may be subject to public record. However, please note that the City will not sell your data or information for any purposes.

THIS BOX FOR OFFICE USE ONLY

Filing Fee Received: Applicant (\$1,192) Or Third Party (\$298)
 Received By: Robert Williams Date: Sept 20, 2013
 Distribute Copies to: Planning Director
 Zoning Administrator Original & Receipt in File

Submit the Appeal Form to 300 Richards Blvd, 3rd Floor, Community Development Department Public Counter, between 9AM to 4 PM on weekdays.



EXHIBIT A

On September 12, 2013, the City Planning and Design Commission (the "Commission") rejected my application with respect to Project Number P13-015 for a special use permit (the "Permit") to establish the sale of alcoholic beverages (beer and wine only) at the convenience market (with a service station) located at 860 Arden Way and commonly referred to as the Arden Shell (the "Gas Station"). Below is a summary of my grounds for appeal.

I. Gas Station Background; Operations Prior to Late 2012.

A. Original Special Use Permit (1989 – June 2009)

In 1989, a special use permit was issued in favor of the Gas Station and the then current owner was permitted to sell alcohol under such permit. Alcohol sales continued under such permit until June 2009. In June 2009, the Gas Station was closed, and was not re-opened until September 2011. Due to the length of such closure (i.e., a period in excess of two (2) years), the special use permit issued in 1989 was deemed automatically revoked due to non-use.

B. Ownership by Jaswant Singh (September 2011 – Late 2012)

In September 2011, the Gas Station re-opened under a new owner, Mr. Jaswant Singh ("Jaswant"). The renewed operations at the Gas Station by Jaswant included the sale of alcohol (including beer and malt liquor "singles") in violation of the revoked special use permit.

There were numerous issues caused by Jaswant's inappropriate sale of alcohol without a special use permit at the Gas Station. Notably, on November 10, 2011, the Gas Station was cited with selling alcohol to a minor as part of an undercover sting operation conducted by the Sacramento Police Department (the "Police Department"), and alcohol-related citations at the Royal Oaks Light Rail Station (the "Station") increased by approximately 52% over an eight (8) month period following the re-opening of the Gas Station in September 2011. In addition, the Police Department had issued several citations for public alcohol consumption on the Gas Station site.

Jaswant was ultimately notified that a new special permit would be required to allow for the continued sale of alcohol and to allow 24-hour operations. A code compliance case was opened for the Gas Station in October 2011, and on November 7, 2011, a Planning Commission application was submitted to legalize the business operations that had been re-established by Jaswant (P11-085) (the "Jaswant Application"). The Jaswant Application originally requested special permits for both the sale of alcohol as well as the ability to operate on a 24-hour basis. As noted in Page 8 of the Report to the Planning and Design Commission, Jaswant had numerous violations and the Police Department did not support Jaswant in the Jaswant Application. Jaswant subsequently withdrew his request for a special permit to allow the sale of alcohol, and on September 13, 2012, the Commission approved a special permit to allow the Gas Station to operate on a 24-hour basis.

II. Gas Station Operations (Late 2012 – Present)

A. Kabul Singh; Ownership Background

I currently own and operate nine (9) other gas stations/convenience marts in Northern California. I purchased the Gas Station from Jaswant in late 2012. I have owned and operated gas stations and convenience marts in Northern California for the last 14 years. Every gas station and/or convenience mart that I have owned has sold liquor. During my 14-year operating history I have received zero alcohol-related citations and have never received an ABC violation. It is my desire to own and operate the Gas Station as a profitable business and in a responsible manner to serve the citizens of the community, to provide community support to such important organizations as the Grant Little League, and to provide job opportunities to citizens of the community.

In order to achieve my ownership goals it is critical to my business that I (i) hold myself to the highest standard in my business practices, (ii) be able to offer all products desired by customers of my business, (iii) reach out to community members and become an active and responsible participant in community affairs, and (iv) coordinate my efforts with the Police Department. Each of these efforts is equally important to me.

B. Community and Police Support

1. Community Support

As noted above, it has always been critical to me that I seek and receive support from the local community and police department for each of my businesses. Upon purchasing the Gas Station, I sought to introduce myself to local community leaders and to invite citizens of the community to visit the Gas Station to see the improvements I had made. In this regard, I have met and conversed with, and received the written support of, among others, Mervin Brookins (President of the Grant Little League) and Bill Farrell (President of the neighboring WoodLake Neighborhood Association). Each of these individuals has expressed their support via letters written to the Commission. I am also aware of other calls and letters of support the Commission has received on my behalf.

2. Police Department

I believe it is important that any business owner selling alcohol communicate and coordinate their efforts with the local police department to ensure that maximum precautions are taken to protect the health and safety of the surrounding community. In addition to seeking community support, I met several times with representatives from the Police Department to seek input regarding my Permit application. I recognize that the irresponsible sale of alcohol can have negative consequences in a community and, as such, I sought to work with the Police Department to formulate appropriate restrictions to prevent such negative consequences. After my initial work with the Police Department, the Police Department expressed that it would support my Permit application, subject to various mutually agreed restrictions on the sale of alcohol.

3. Submission of Permit Application

I submitted my application in early 2013 understanding that I had support from the community and from the Police Department. My Permit application was originally scheduled to be heard at the June 27, 2013 Commission meeting. Subsequent to my submission

of my Permit application, new neighborhood opposition appeared and I requested that my Permit application be withdrawn from the agenda for the June 27th meeting.

C. Opposition

Subsequent to submission of the Permit application, the strongest opposition to my Permit application came from the Sacramento Regional Transit District and The Law Offices of Aldon L. Bolanos (a law firm hired by and working for Jaswant, the previous owner of the Gas Station). Such new neighborhood opposition means that allowing alcohol sales at the Gas Station site is considered controversial.

1. Sacramento Regional Transit District

The opposition from the Sacramento Regional Transit District (the "**RTD**") is rooted in issues caused by Jaswant, the former owner of the Gas Station. The critical issues cited by the RTD in their letter of opposition are (i) the problems with loitering and intoxication at the Station, and (ii) the previous issues that Regional Transit Police Services had with public intoxication and people drinking alcohol at the station. I recognize such issues and acknowledge that they are critical issues and must be addressed. Such issues occurred under former ownership which, as noted above, did not utilize the most responsible practices and incurred several violations.

2. Law Offices of Aldon L. Bolanos

Mr. Bolanos represents Jaswant, the former owner of the Gas Station. In my opinion, the opposition efforts by Mr. Bolanos represent an inappropriate effort by Jaswant to sabotage my Permit application. In his first letter to the City of Sacramento, dated April 5, 2013, Mr. Bolanos raised a general opposition based on a non-conforming use, while failing to state that he represents competing interests, notably Jaswant and his Circle 6 business located less than a quarter-mile from the gas station. In his June 20, 2013 letter Mr. Bolanos disclosed that he represents Jaswant, and then put the Commission on notice that if they granted my Permit application, he intends to pursue a claim against the City of Sacramento for, among other things, interfering with business operations and discriminatory denial of a license application on an arbitrary and capricious basis. I believe such statement was a threat intended to scare the Commission into denying my Permit application. Mr. Bolanos further supplemented his threat by stating that the "Damages flowing from this harm will reach into the millions of dollars after we receive expert analysis on the volume of sales lost due to the [C]ity's action."

On September 11, 2013, Mr. Bolanos submitted a letter seeking to connect the proposed sale of alcohol at the gas station to vagrants and vagabonds getting their "fix" and then jumping onto the light rail for a trip downtown, increasing street crime and drug dealers escaping onto the light rail. Mr. Bolanos also alleged that the sale of alcohol at the gas station would discourage ridership of the light rail by hard working Sacramentans by "providing common wisdom that our light rail system is a scary, dangerous, disgusting cesspool of drunks, junkies and bums who use the free transport to get high and get away from police quickly and easily." Perhaps if Jaswant had received a special use permit and continued to operate the Gas Station his attorney's comments would ring true, but those comments were very unfair and untrue insofar as they were made with respect to my business. In the same letter, Mr. Bolanos

again reminded the Commission that it exposes itself to liability from Jaswant if it grants my Permit application.

In both his final correspondence to the Commission, on September 12, 2013, and in his comments at the September 12, 2013 meeting, Mr. Bolanos alludes to the possibility of Jaswant regaining ownership of the Gas Station. He stated "This property appears to be going back to the former owner. It's reverting back to him." This statement is completely untrue.

I recognized at the September 12, 2013 meeting that more than 1 Commission member expressed concern about Jaswant's past ownership and track record. One Commission member went so far as to inquire whether a special permit could be issued to me with the condition that if Jaswant reclaimed ownership such permit would be automatically revoked.

3. Police Department

Following the new community opposition, my Permit application was elevated for consideration to the Chief of Police. The Police Department representative at the September 12, 2013 meeting indicated that this was the first time he could recall this happening. The Chief opined that selling alcohol at the Gas Station would present health and safety concerns, and the Police Department pulled its support for my Permit application.

III. September 12, 2013 Commission Meeting; Addressing Committee Concerns

In the September 12, 2013 meeting, the Commission expressed numerous concerns relating to the previous owner and issues triggered by the previous owner's sale of alcohol at the Gas Station. As discussed above, the previous owner was cited for selling alcohol to a minor, and there was a significant (approximately 52%) increase in alcohol citations at the Light Rail Station for the eight (8) months following the re-opening of the Gas Station in September 2011.

A. Restrictions on Selling Alcohol

As I have acknowledged above, the irresponsible sale of alcohol can lead to problems in any community. That is expressly why I worked to cooperate with the Police Department to determine a framework and a set of restrictive conditions that would alleviate issues relating to the sale of alcohol. Among the restrictions discussed were (i) a prohibition on selling "singles" of beer or malt liquor, which appears to be the number one cause of alcohol related incidents in this area, (ii) restrictions on selling under a certain quantity at a time (e.g., sales limited to a 6-pack or 12-pack), (iii) restrictions on times that alcohol will be permitted to be sold, and (iv) other common restrictions on the sale of alcohol found at similar type establishments. I remain prepared and committed to working with the Police Department to establish sufficient restrictions to provide for safe and responsible alcohol sales at the Gas Station.

B. Internal Procedures

Many, if not all, of the alcohol-related problems that can be attributed to Jaswant's ownership can be entirely eliminated or significantly minimized. In this regard, it is

critical to self-police both the entire Gas Station property to keep it clean, well-lit, and free from people loitering about, as well as the employee procedures dedicated to ensuring that alcohol is sold in a safe and responsible manner.

With respect to the outside of the Gas Station, at least one Committee member praised my efforts by noting that the Gas Station was always clean and well-kept during my ownership.

Inside the station, I take great pride in training my staff on responsible alcohol sales. A major concern was the citation that the Gas Station received under previous ownership for the sale of alcohol to a minor. My employees are required to both check the identification of any customer seeking to purchase alcohol and to manually input such customer's birthdate into the computer for further confirmation that such person is of legal age. My practices and employee training have a proven track record, as evidenced by my 14-year ownership history without a single ABC violation. I take great pride in my precautionary measures to prevent issues such as sales to minors.

IV. Conclusion

I appreciate each Committee member's time and questions during the September 12, 2013 hearing. I possess an impeccable 14-year track record and have received praise for transforming the Gas Station into a well-run, respectable business.

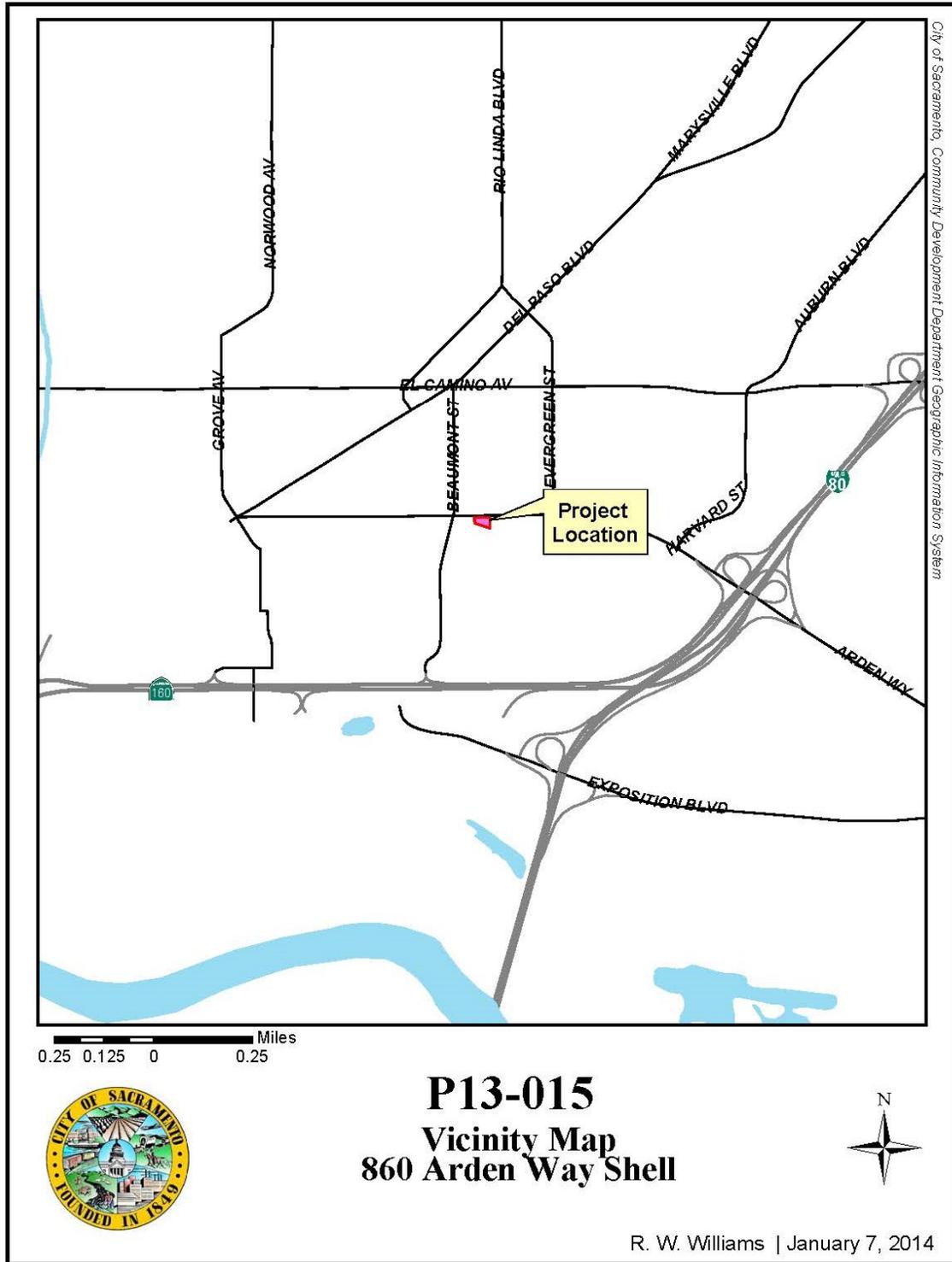
I am absolutely committed to this community and to operating a business that both I and the community can be proud of, and that will positively contribute to the community, rather than create further issue. I have acknowledged the health and safety issues and believe that a well-coordinated plan between myself and the Police Department, which plan would be implemented into a special use permit if the Commission is so kind, would remedy the concerns of the Commission, the Police Department and the community.

I also recognize that the lack of support for my Permit application by the Police Department created concern among the Commission members. As noted above, my Permit application was originally supported both by important members of the surrounding community and the Police Department. I intend to regain the support of the Police Department by distancing myself from previous alcohol sales and proving that responsible alcohol sales will make all the difference in the world.

As I noted at the September 12, 2013 meeting, my inability to sell beer and wine takes away from my sales of all other items such as gas, candy, groceries, non-alcoholic beverages, etc. In order to operate an economically viable business I need the ability to sell beer and wine. I am afraid that without the ability to sell beer and wine my business will not be economically viable and I will ultimately be forced to sell the Gas Station or shut it down entirely. Such an outcome would be devastating for me and the community.

This community does not need another vacant property. It needs a beacon of light and an example for other businesses in the immediate vicinity. I intend to provide that. Based on the foregoing, on my 14-year track record, and on my demonstrated efforts at the Gas Station, I respectfully request that you grant my application for a Permit. Thank you.

Attachment 6: Vicinity Map



Attachment 8: Photo Elevations #1

1 EAST BUILDING ELEVATION
N.T.S.

2 NORTH BUILDING ELEVATION
N.T.S.

3 SOUTH BUILDING ELEVATION
N.T.S.

4 WEST BUILDING ELEVATION
N.T.S.

5 TRASH ENCLOSURE ELEVATION
N.T.S.

No.	Date	By	Chk.	Appr.	Revised

Job Number 15417	BARGHAUSEN CONSULTING ENGINEERS INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8762 FAX CIVIL, ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Designed _____ Drawn _____ Checked _____ Approved _____ Date 12/11/11	Scale Horizontal N.T.S. Vertical -	For Town and Country Contractors, Inc. 3181 Luyang Drive Rancho Cordova, CA 95742 Contact Sean Murphy (916) 636-9500	Title Existing Exterior Elevations 860 Arden Way Sacramento, California 95815 APN: 27701840210000
Sheet 3 of 4		File Path: \\s000a\15417\pml\mry\15417 A-2.dwg Date/Time: 12/12/2011 5:09 PM Scale: 1:1000 Plot Size: 11.000 x 17.000 Inches Plot Style: None			

Attachment 9: Photo Elevations #2

1 EAST CANOPY ELEVATION
N.T.S.

2 SOUTH CANOPY ELEVATION
N.T.S.

3 NORTH CANOPY ELEVATION
N.T.S.

4 WEST CANOPY ELEVATION
N.T.S.

Job Number 15417		18215 72ND AVENUE SOUTH K2117, WA 98032 (425)251-6222 (425)251-6782 FAX D.M. ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES Date: 12/12/11	Designed _____	Scale _____	For: Town and Country Contractors, Inc. 3181 Luyang Drive Rancho Cordova, CA 95742 Contact: Sean Murphy (916) 636-9500	Title: Existing Canopy Elevations 860 Arden Way Sacramento, California 95815 APN: 27701840210000
Sheet 4 of 4			Drawn _____	Marked _____		

File: P:\150004\15417\p\seanm\15417 A-2.dwg Date: 7/16/12 12:21:50 PM Scale: 1:1 -RPT_WPT_WPT_WPT_WPT_WPT WSCALE Plot: -----

Attachment 10: Aerial #1



City Of Sacramento
Community Development
Department
Current Planning
Division

P13-015

820 - 860 Arden Way
277-0134-021-0000
C-2-TO zone
Swanston Station
Design Review

**Special Permit:
Alcohol Sales (Beer/Wine)**



Aerial Photo from March 2011



0 100 Feet

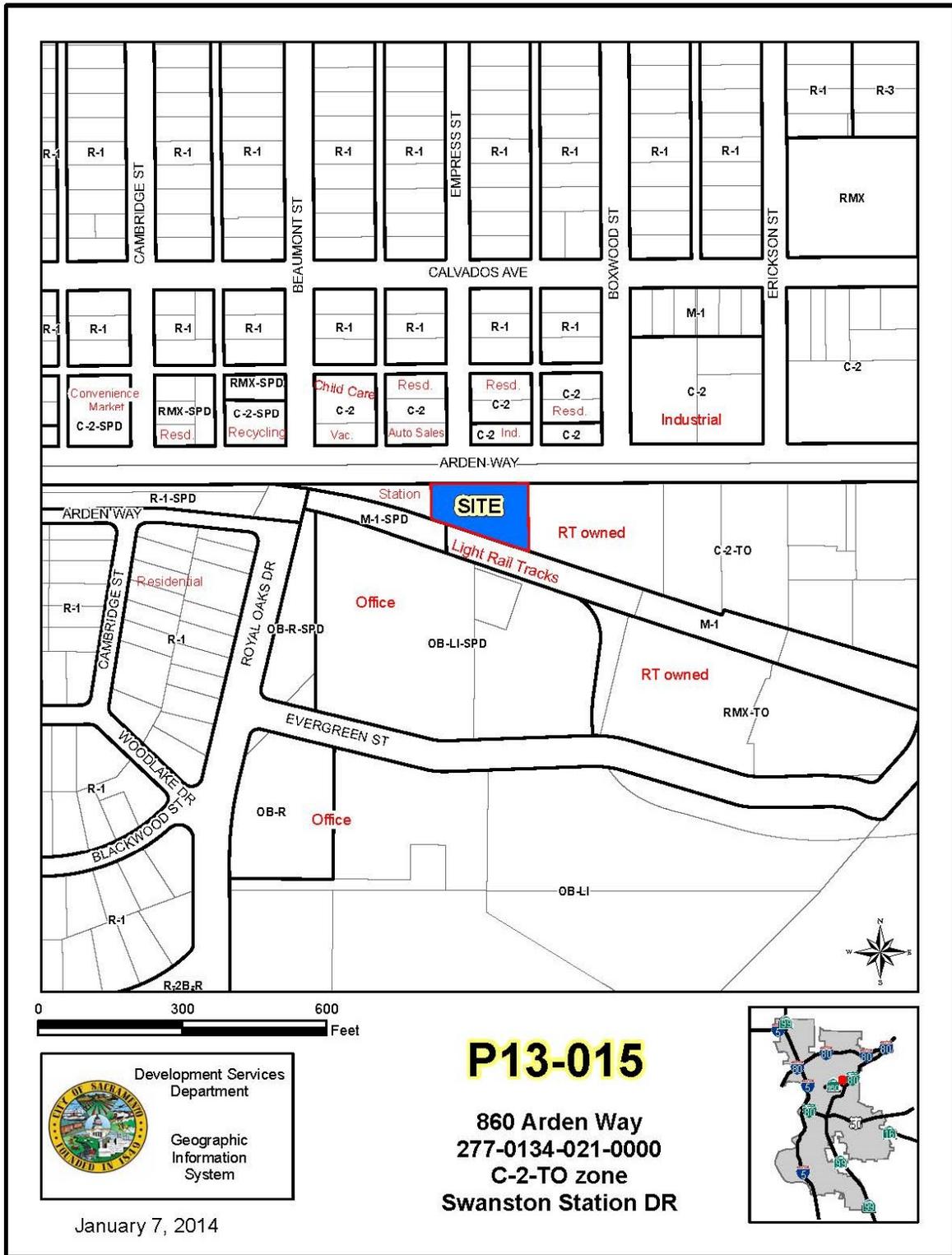


200 Feet

Attachment 11: Aerial #2



Attachment 12: Zoning and Land Use Map



Attachment 13: Regional Transit Letter



Regional Transit

**Sacramento Regional
Transit District**
A Public Transit Agency
and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2900
(20th St. Light Rail Station/
Bus 36,38,50,67,68)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Public Transit Since 1973

www.sacrt.com

April 10, 2013

Robert Williams
Associate Planner
City of Sacramento, Planning Division
300 Richards Boulevard, 3rd Floor
Sacramento, CA 95811

NAME OF DEVELOPMENT: Arden Shell Alcohol & Propane Tank

CONTROL NUMBER: P13-015

TYPE OF DOCUMENT:

- Special Permit for Alcohol sales for offsite consumption (Beer & Wine)
- Special Permit to Expand Nonconforming Use (New Propane Tank in Transit Overlay Zone)
- Design Review (New Propane Tank)

The Shell Station project located at 860 Arden Way is requesting a Special Permit for Alcohol Sales for off-site consumption as well as a Special Permit to Expand a Non-conforming Use to add a Propane Tank on this property. The Royal Oaks Light Rail Station is located adjacent to the Shell Station. Average weekday boardings and alightings for light rail at this station are about 1150 (FY 2013 year to date) and average weekday boardings and alightings for Bus Routes 22 and 23 for this stop total about 200.

Regional Transit (RT) staff has reviewed the proposed project and cannot support either of these permits for this Shell Station location. Safety for RT riders and the surrounding community should be considered first and foremost.

Alcohol Sales Concerns:

RT Police Services Department strongly opposes the sale of alcohol at this location. There is already a significant problem with loitering and public intoxication at the Royal Oaks Station and the surrounding areas which affects riders, residents and businesses. In the past, when the former owner at this site sold alcohol, RT Police Services had huge issues that consumed a lot time with public intoxication and people drinking alcohol at the Royal Oaks Station.

Regional Transit Letter (cont)

April 10, 2013

Improved lighting in the area as well as Shell hiring a G4S security officer to patrol the Shell parking area and the Royal Oaks Station would be a minimum requirement for RT to support the special permit.

Propane Tank Concerns:

Propane is a highly flammable substance that can cause serious damage and locating a propane tank adjacent to a major public transit facility poses several issues:

1. A leak from piping and components (at 20 gallons per minute for 10 minutes) can create an Explosion Hazard Distance of up to 120 feet from the source and a Fireball Distance of up to 53 feet.
2. According to the National Fire Protection Association, tanks with a capacity of 501 gallons to 2,000 gallons cannot be placed closer than 25 feet to a property line. Shell is requesting a permit for a tank only two gallons smaller and is placing it 10 feet from the west property line it shares with Regional Transit property.

A propane tank located in this area coupled with the loitering and intoxication problems already discussed can only pose more safety issues and nuisances for the all those living, working and traveling through the neighborhood.

Thank you for the opportunity to comment. Please send any subsequent documents and hearing notices that pertain to this project as they become available. If you have further questions regarding these comments, please contact me at (916) 556-0514 or cpair@sacrt.com.

Sincerely,



Chris Pair
Assistant Planner

- c: RoseMary Covington, AGM of Planning and Transit System Development, RT
Mark Lonergan, Chief Operating Officer, RT
Jeff Damon, Principal Planner, RT
Doug Voska, Police Sergeant, RT Police Services
Rob Hoslett, Senior Safety Specialist, RT Safety and Environmental

Attachment 14: Support Letter #1

February 23, 2013

City of Sacramento
Planning Department
300 Richards Blvd.
Sacramento, CA 95811

Dear Greg Bitters:

As the new President of the Grant Little League I am writing this letter to support Mr. Kabul Singh's application for his 860 Arden Blvd. Shell station. Our Little League efforts are designed to teach our kids hard work ethics and the rewards of getting a good education. Mr. Singh has expressed his support for these values. We have asked him not to sell singles or malt liquor as part of our support for his permit. I feel his permit should be approved.

Sincerely,


Mervin Brookins

Sent to:

Capt. James Maccoun
Kinney Sub-station
Sacramento, CA 95838
3550 Marysville Blvd

Sgt. Pat Keller
Police Department
5770 Freeport Blvd. - Suite 100
Sacramento, CA 95822

Attachment 15: Support Letter #1

February 23, 2013

City of Sacramento
Planning Department
300 Richards Blvd.
Sacramento, CA 95811

Dear Greg Bitters:

As the new President of the Grant Little League I am writing this letter to support Mr. Kabul Singh's application for his 860 Arden Blvd. Shell station. Our Little League efforts are designed to teach our kids hard work ethics and the rewards of getting a good education. Mr. Singh has expressed his support for these values. We have asked him not to sell singles or malt liquor as part of our support for his permit. I feel his permit should be approved.

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Kinney Sub-station
Sacramento, CA 95838
3550 Marysville Blvd

Sgt. Pat Keller
Police Department
5770 Freeport Blvd. - Suite 100
Sacramento, CA 95822

Attachment 16: Support Email #1

Robert Williams

From: william farrell <wdfarrell@hotmail.com>
Sent: Monday, June 10, 2013 5:13 PM
To: Robert Williams; Allen Warren
Subject: Arden Way Shell Station

Dear Planning Commissioner,

Regarding an application for an off sale beer /wine license at 860 Arden way (Arden Way Shell Station). I live in the adjoining WoodLake Neighborhood. I am very active with our Neighborhood Association now serving as president. The applicant came to our monthly meeting to introduce himself and explain what his plans were. He invited everyone to come to his store to see the improvements he made to the previous abandon station.

I worked with SHRA as the Revitalization Coordinator on Del Paso Boulevard, the North Sacramento Chamber of Commerce and the Uptown Arts for 7 years. I am very familiar with the problems that are caused by homeless, drug addicts and slum lords in our area. The police department is suggesting that Mr. Singh sell nothing smaller than a 12 pack of beer. The restriction of selling nothing smaller then a 12pack does nothing to curb our areas social problems, It does limit our neighborhood from buying specialty hand crafted beers that only come in 6 packs. These specialty beers are not the type that attract the troubles that affect this neighborhood.

Furthermore, the owner has agreed not to sell single cans or bottles including the large 44 ounce beers, cheep beers or malt liquor.

I am asking to allow the sale of 6 pack premium beers for a trial period. If in a year there are problems then the planning department can address these issues. Our neighborhood needs our vacant commercial properties rented, and used by responsible businesses. Putting one size fits all restrictions on a business makes doing business in this tough area even harder.

Bill Farrell

Attachment 17: Opposition Letter #1

410 Southgate Road
Sacramento CA 95815

September 11, 2013

TO: Sacramento City Planning Commission Members

RE: LIQUOR LICENSE APPLICATION, SHELL STATION, 860 ARDEN WAY

Commissioners, I oppose the liquor license requested by the Shell station leasing the property at 860 Arden Way. My opposition is based on the following:

About two years ago, panhandlers who bought liquor from this gasoline station before it lost its license would gather behind the trees and shrubs at the corner of Royal Oaks and Arden Way and elsewhere. One day an intoxicated panhandler shocked a group of mothers walking their children back home from the nearby elementary school; this panhandler stood across the street, stripped naked, sat on the curb holding a beer can and displayed his genitals for all to see. I cite this as an example of the kind of challenges Woodlake neighbors face in trying to maintain a middle-class environment. School children and families deserve better.

The Woodlake Neighborhood Association (WNA) board of directors has asked neighbors for out-of-pocket money to contract with a private security company in order to augment Sacramento Police services limited by the City budget. This request was made of neighbors because of the number of the many intoxicated vagrants who roam our neighborhood. Yet the president of this board has filed a letter with the Planning Commission supporting the application for a new liquor license. The president of the WNA board of directors in this matter is mainly representing friendly landlord business interests and not the general sentiment of the Woodlake community.

I strongly support the Sacramento Police Department's opposition to the liquor license; their staff can better spend their time than on routing intoxicated vagrants, panhandlers and drunken light rail station loiterers.

Finally, there are already three stores selling liquor within walking distance of the Shell station, an adequate number of licensed liquor outlets in the area; another is simply not needed.

Yours Truly,



Lola Acosta
Woodlake

Attachment 18: Opposition Email #1

From: [Linda Fowler](#)
To: [Robert Williams](#)
Cc: [lolaa@winfirst.com](#); [sondrabetancourt@gmail.com](#); [Steve Cohn](#); [Allen Warren](#)
Subject: Liquor License at Shell Station on Arden Way
Date: Wednesday, September 11, 2013 2:39:01 PM

Good afternoon, Mr. Williams and all of the City Planners:

I am writing to you in opposition to the proposed liquor license that may be placed at the Shell Station and food mart located on Arden Way at Royal Oaks Drive in Sacramento. While I am not against liquor licenses and the sale of liquor when it is appropriately controlled, I am against this license without some strict control on the time liquor can be sold at that location. However, I've not seen this done very effectively.

Currently, the neighborhood is experiencing some very troublesome problems near the recycling business just a few blocks away from the Shell Station where children walk to and from the Woodlake Elementary School. If more liquor is more easily available to the individuals who are currently causing these problems, it will add to more unsafe conditions for the children. Remember, these are elementary children and to create more safety risks for them simply is not right.

I clearly recognize that this business and Shell oil will have given substantial money to acquire approval from those in the decision making process, but children's education and safety are my concern and hope they are a concern of yours, also. There are already several places in which the individuals who loiter around the recycling business are able to imbibe and the area does not need additional places to get liquor.

Please do not approve the liquor license at the Shell Station on Arden Way or in the alternative approval with strict enforceable time controls.

Thank you for your consideration.

Linda Fowler, J.D.
Twin Rivers Unified School District
Area 7 Trustee
Representing Woodlake Elementary School and adjacent communities.

THE LAW OFFICES OF ALDON L. BOLANOS

NINE TWENTY-FIVE "G" STREET
SACRAMENTO, CALIFORNIA 95814
PH: 916.446.2800 · FX: 916.446.2828
WWW.ALDONLAW.COM

April 5, 2013

City of Sacramento
Attn: Planning Department
300 Richards Boulevard, 3rd Floor
Sacramento, California 95811

Re: 860 Arden Way, Alcohol & Propane Tank Project, Your File No. P13-015

To the City of Sacramento Planning Division:

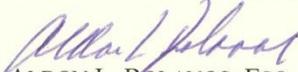
Pursuant to City Code, please accept this protest lodged against the above-referenced request for a special alcohol permit for the purchase and sale of beer and wine and to expand a non-conforming use.

Alcohol sales at gas stations are a major problem because they attract vagrants and vagabonds who want to buy beer and wine and then drink it on the street. This sort of activity quickly destroys communities and makes entire areas undesirable. Arden Way is frequented by families and those families should be encouraged to stay and play there without fear or disgust.

Moreover, a nonconforming use is already by its very definition inappropriate under zoning and planning regulations. Allowing its expansion sends the wrong message – that the city will just “roll over” and let these gas stations do whatever they want.

You are therefore urged to deny this application for more beer and wine sales and to expand an already non-conforming use.

VERY SINCERELY YOURS,
LAW OFFICES OF ALDON L. BOLANOS


ALDON L. BOLANOS, ESQ.

THE LAW OFFICES OF ALDON L. BOLANOS

925 G STREET – VAN VOORHIES MANSION
SACRAMENTO, CALIFORNIA 95814
PH: 916.446.2800 - FX: 916.446.2828
WWW.ALDONLAW.COM

June 20, 2013

City of Sacramento
Community Development Department
300 Richards Boulevard, 3rd Floor
Sacramento, California 95811-0218

Re: 860 Arden Way Shell

Community Development Department:

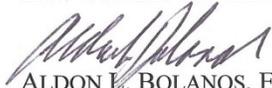
This office represents the former owners of the above-referenced business. We understand your office is preparing to authorize the sale of alcohol at this location. If such authorization is granted, you are hereby notified that we intend to pursue a claim on behalf of our clients and against the city for interfering with business operations and discriminatory denial of a license application on an arbitrary and capricious basis.

Specifically, my clients, Buta and Jaswant Singh, previously applied to the City for the same permit. The request was denied despite my clients spending tens of thousands of dollars to comply with purported city requirements toward obtaining that license.

After the request was denied, my clients sold their business to the current owners at a value commensurate with a location that could not sell beer and wine. The new owners are now seeking precisely the same license that my clients sought. Thus, if they receive it, it will be conclusive evidence that the city harmed my client's business interests without any substantial justification. Damages flowing from this harm will reach into the millions of dollars after we receive expert analysis on the volume of sales lost due to the city's action.

I am always available to discuss this matter further by your preferred method of communication.

VERY SINCERELY YOURS,
LAW OFFICES OF ALDON L. BOLANOS


ALDON L. BOLANOS, ESQ.

THE LAW OFFICES OF ALDON L. BOLANOS

925 G STREET – VAN VOORHIES MANSION
SACRAMENTO, CALIFORNIA 95814
PH: 916.446.2800 · FX: 916.446.2828
WWW.ALDONLAW.COM

September 12, 2013

City of Sacramento
Community Development Department
Attn: Sacramento City Planning and Design Commission
915 I Street
Sacramento, California 95814

Re: 860 Arden Way Shell – Beer and Wine Sales

Commission:

Please accept this supplemental informational package and objection. At this time, the subject property is under a court ordered Temporary Restraining Order to prevent the disposition of any assets pending a hearing on an Application for a Writ of Possession of the station itself.

The Writ of Possession Application is enclosed. It stems from the current owner's breach of a commercial purchase and sale contract. If the application is granted, the prior owners of the station will take it back pursuant to court order and sheriff enforcement.

Please note the prior owners also previously requested a beer and wine license but that it was denied.

Consequently, the most prudent course of action at this time is to table this matter until such time as the Writ of Possession and contract dispute is resolved. Otherwise, this Commission could be delivering a beer and wine license to the very party to whom it was denied just a short while ago!

Moreover, because ownership is currently in issue, prudence dictates caution. The special permit should not be issued in this time of uncertainty regarding ownership and control of the station.

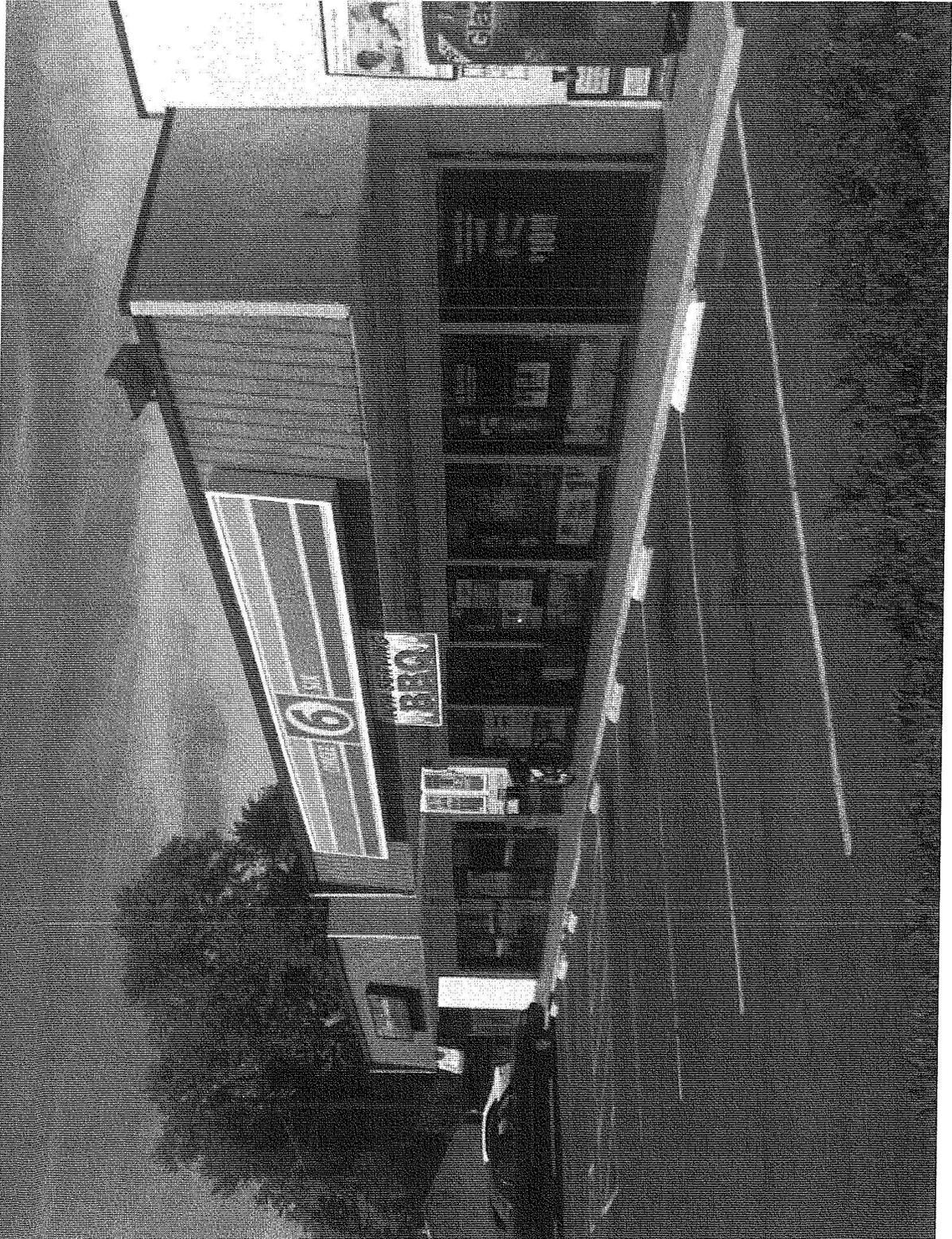
A representative from this office will be present at the hearing to answer any questions.

VERY SINCERELY YOURS,
LAW OFFICES OF ALDON BOLANOS

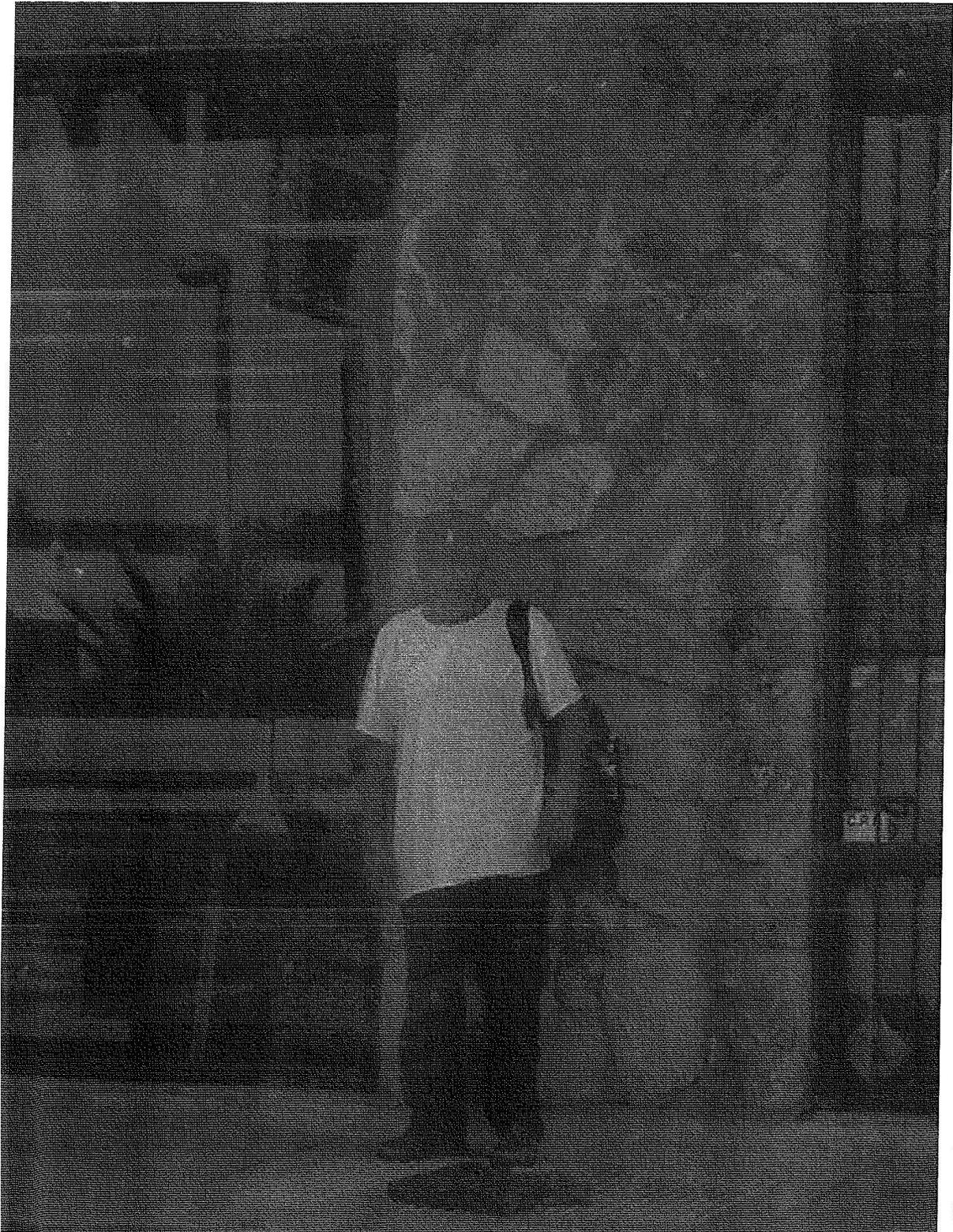
/s/ Aldon L. Bolanos, Esq.

ATTY. ALDON L. BOLANOS, ESQ.









From: aldon33@gmail.com on behalf of [Aldon L. Bolanos, Esq.](#)
To: [Robert Williams](#)
Subject: Arden Shell Objections, Project Number P13-015
Date: Wednesday, September 11, 2013 2:46:41 PM
Attachments: [130911.Objection and Enclosures.pdf](#)

Mr. Williams:

Please see attached. A hard copy is delivered to your attention through the City Clerk's office.

Also, please reserve time for me to speak on this issue at tomorrow's hearing.

If you have questions please let me know. Thank you.

Aldon Bolanos

Law Offices of Aldon Bolanos

925 G Street, The Van Voorhies Mansion, Sacramento, California 95814 | (916) 446.2800 | www.aldonlaw.com
Sacramento | Los Angeles | San Francisco

THE LAW OFFICES OF ALDON L. BOLANOS

925 G STREET – VAN VOORHIES MANSION
SACRAMENTO, CALIFORNIA 95814
PH: 916.446.2800 · FX: 916.446.2828
WWW.ALDONLAW.COM

September 11, 2013

City of Sacramento
Community Development Department
Attn: Sacramento City Planning and Design Commission
915 I Street
Sacramento, California 95814

Re: 860 Arden Way Shell – Beer and Wine Sales

Commission:

Another liquor store? Already there are FOUR such stores within a one mile radius of the Arden Shell. These types of stores attract the most unsavory of people: the drunks who mill around outside the stores, scheming to find a way for their next bottle.

This, in a neighborhood which has been battered by the recession and can only generously be labeled “working class.” Always, it is the poorest neighborhoods which bear the brunt of check cashing stores and alcohol sales. This creates a vicious cycle of fulfilling prophesy: the neighborhood is full of transient drunks because the cheap and easy booze is available, and the people are too poor to have any voice in their local government to do anything about it.

Moreover, the proposed alcohol sales will be in a Transit Overlay zone (TO). This is because it is within walking distance to light rail. So what is this Commission potentially creating? A “one stop shop” for vagrants and vagabonds to get their fix and then jump onto the light rail for a trip downtown. Added to the mix is the potential for increased street crime and drug dealing with an easy escape route on the light rail for those desiring street drugs and alcohol for their “high.”

Along those same lines, the proposed special use does absolutely nothing to “support transit ridership.” Rather, it discourages such ridership by hardworking Sacramentans by proving the common wisdom that our light rail system is a scary, dangerous, disgusting cesspool of drunks, junkies, and bums who use the free transport to get high and get away from police quickly and easily.

Finally, the prior owners of the store applied for this same permit and it was denied. What has changed? If the Commission approves this special use permit for this new owner, it exposes itself to liability from the prior owners of the station, who will file suit against the City for discrimination and this Commission for making arbitrary and capricious recommendations in an administrative proceeding, thereby tortuously interfering with the prospective business advantage of a business.

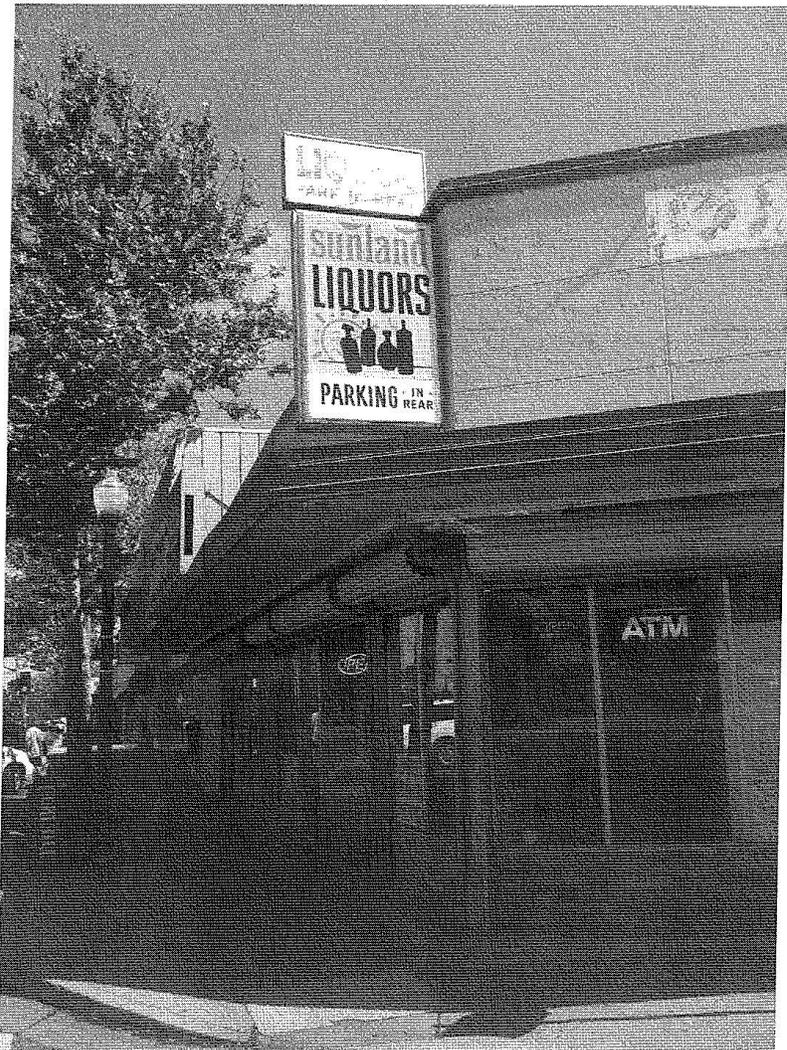
For these reasons, it is respectfully requested that this Commission do the neighborhood a favor and decline to issue the special use.

VERY SINCERELY YOURS,
LAW OFFICES OF ALDON BOLANOS


ATTY. ALDON L. BOLANOS, ESQ.

Attachments:

1. Photographs of the FOUR other liquor stores within ONE mile of the proposed new alcohol sales.
2. Photographs of the vagabonds "milling about" in front of those stores.





CD-100

PLAINTIFF: Jaswant Singh	CASE NUMBER:
DEFENDANT: Kabul Singh, Jassi Gas & Mart, Inc.	34-2013-00142067

5. A showing that the claimed property is wrongfully detained by defendant, of how the defendant came into possession of the claimed property, and, according to Plaintiff's best knowledge, information, and belief, of the reason for the defendant's detention of the claimed property, is made in the verified complaint. in the attached declaration. as follows (specify):

6. To Plaintiff's best knowledge, information, and belief the claimed property or some part of it is located as stated in the verified complaint. in the attached declaration. as follows (specify):

(Include in this statement whether any part of the claimed property is within a private place that may have to be entered to take possession. If so, complete item 7.)

Some part of the claimed property is located inside a convenience store owned and operated by Defendants. The on-site convenience store is part of the Arden Shell gasoline station, located at 860 Arden Way, Sacramento, CA 95815.

7. Facts showing probable cause for belief that the claimed property or some part of it is located in the private place referred to in item 6 are specified in the verified complaint. in the attached declaration. as follows:

Based on visual inspection of the on-site convenience store, there are fixtures such as ice machines, refrigerators, etc. located inside the store. Also, the store's inventory of candy, drinks, food, cigarettes, etc. are stored and displayed inside the store.

8. The claimed property has not been taken for a tax, assessment, or fine, pursuant to statute, and (check one):

- a. has not been seized under an execution against the plaintiff's property.
- b. has been seized under an execution against the plaintiff's property, but is exempt from such seizure under (code section):

9. This action is subject to the Unruh Retail Installment Sales Act (Civ. Code, §§ 1801-1812.10);

Rees-Levering Motor Vehicle Sales and Finance Act (Civ. Code, §§ 2981-2984.4).

Facts showing that this is the proper court are specified in the verified complaint. attached declaration.

10. Total number of pages attached: 41

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: May 2, 2013

Jaswant Singh
(TYPE OR PRINT NAME)


(PLAINTIFF'S SIGNATURE)

Page 2 of 2

1 Law Offices of Aldon L. Bolanos
2 Aldon L. Bolanos, Esq., SBN. 233915
3 Nine Twenty-Five "G" Street
4 Sacramento, California 95814
5 Pr. 916.446.2800
6 Fx. 916.446.2828
7 WWW.ALDONLAW.COM

8 Attorneys for Plaintiff Jaswant SINGH

FILED
Superior Court Of California,
Sacramento
04/05/2013
awdodward
By *[Signature]*, Deputy
Case Number:
34-2013-00142067

9 State of California
10 County of Sacramento

11 Jaswant SINGH
12 Plaintiff,
13 v.
14 Kabul SINGH, Jassi Gas & Mart,
15 Inc.,
16 Defendant.

Case No.
Verified Complaint for Damages
and Equitable Relief

DEPARTMENT
ASSIGNMENTS
Case Management 39
Law and Motion 53
Matters Computed 43

17
18
19 Plaintiff Jaswant SINGH ("Plaintiff") files this
20 Complaint for Damages against Defendants Kabul SINGH and
21 Jassi Gas & Mart, Inc. and DOES 1-20 (collectively,
22 "Defendants") and alleges as follows:

23
24 Parties

25 1. Plaintiff is now, and at all times relevant herein
26 was, an individual residing in the State of California,
27 County of Sacramento.

28

1 2. Plaintiff is informed and believes, and based thereon
2 alleges, that at all times herein mentioned Defendant Kabul
3 SINGH is now, and at all times relevant herein was, an
4 individual residing in the State of California, County of
5 Yolo.

6 3. Plaintiff is informed and believes, and based thereon
7 alleges, that at all times herein mentioned Defendant Jassi
8 Gas & Mart, Inc., is now, and at all times relevant herein
9 was, a corporation duly organized and existing under the
10 laws of the State of California and authorized to do
11 business in the State of California with its principal
12 place of business in the County of Sacramento.

13 4. Plaintiff is ignorant of the true names and capacities
14 of the Defendants sued herein as Does 1 through 20,
15 inclusive, and therefore sue these Defendants by such
16 fictitious names. Plaintiff will amend the Complaint to
17 allege the true names and capacities of said Defendants
18 when the same is ascertained. Plaintiff is informed and
19 believes, and based thereon alleges, that each of these
20 fictitiously-named Defendants is jointly responsible in some
21 manner for the acts and/or occurrences herein alleged, and
22 that Complainant's injuries as alleged were proximately
23 caused by such Defendants.

24 5. Plaintiff is informed and believes, and based thereon
25 alleges, that at all times herein mentioned each of the
26 Defendants was the agent of each of the remaining
27 Defendants, and in doing the things hereinafter alleged,

28

1 was acting in the course and scope of such agency with the
2 permission and consent of his/her/its co-Defendants.
3 6. Plaintiff is informed and believes, and based thereon
4 alleges, that Defendants, and each of them, are the sole
5 principals, agents, partners, joint venturers, members,
6 owners, shareholders, directors, and/or corporate officers
7 of one and another, as the case may be, and that, at all
8 times relevant there existed such a unity of interest and
9 ownership between Defendant Kabul SINGH and DOES 1 through
10 20, on the one hand, and Defendant Jassi Gas & Mart, Inc.
11 on the other hand, such that any individuality and
12 separateness between them has ceased to exist, and that
13 Defendants Kabul SINGH, and DOES 1 through 20 were the
14 alter ego of Defendant Jassi Gas & Mart, Inc., in that: (a)
15 there has existed a unity of interest and ownership between
16 these individuals and entity such that any individuality of
17 these Defendants never existed or ceased to exist; (b)
18 Defendant Jassi Gas & Mart, Inc. has been and is a mere
19 shell and sham, without capital or assets, or was so
20 inadequately capitalized that compared with the business to
21 be done by it, and the risks of loss attendant thereto, its
22 capitalization has been illusory and the corporation was
23 intended by its principles (Defendants Kabul SINGH, and
24 DOES I through 20) primarily as a device to avoid
25 individual liability; (c) Defendants Kabul SINGH, and DOES
26 1 through 20 have used the assets of Defendant Jassi Gas &
27 Mart, Inc. for their own personal use, caused assets of
28 Defendant Jassi Gas & Mart, Inc. to be transferred to

1 themselves, their business entities, or third parties
2 controlled by them, without consideration, or for
3 inadequate consideration, and have withdrawn from Defendant
4 Jassi Gas & Mart, Inc.'s bank accounts for their personal
5 use; (d) Defendant Jassi Gas & Mart, Inc. has been and
6 continues to be a shell and a mere instrumentality or
7 conduit through which Defendants Kabul SINGH and DOES 1
8 through 20 have carried on their individual business in
9 Defendant Jassi Gas & Mart, Inc.'s name, exercising
10 complete control and dominance of such business to such an
11 extent that any individuality or separateness between
12 Defendants Kabul SINGH, and DOES 1 through 20 and Defendant
13 Jassi Gas & Mart, Inc. does not exist; (e) Defendant Jassi
14 Gas & Mart, Inc. has been controlled, dominated, and
15 operated by Defendants Kabul SINGH, and DOES 1 through 20
16 as their individual business and alter ego; and (f) any
17 fiction of the separate existence of Defendant Jassi Gas &
18 Mart, Inc. as an entity distinct from Defendants Kabul
19 SINGH, and DOES 1 through 20 would permit abuse of the
20 corporate privilege, condone and perpetrate a fraud, and
21 promote injustice, particularly in light of the fact that
22 Defendant Jassi Gas & Mart, Inc. has been inadequately
23 capitalized and Defendants Kabul SINGH, and DOES 1 through
24 20 have conducted the business of Defendant Jassi Gas &
25 Mart, Inc., including the diversion of assets and property,
26 thereby rendering it insolvent.

27
28

1 defendants fail to pay any part of the installment note as
2 scheduled, the secured party, plaintiff, could sell or
3 otherwise dispose of the security and/or retain the
4 security to satisfy the obligations thereunder with all
5 rights under the Uniform Commercial Code. A true copy of
6 the Installment Note is attached hereto as Exhibit 2.
7 12. Also in connection with the transaction, defendants
8 agreed to assume the existing financing on equipment with a
9 current balance of approximately two hundred and forty
10 thousand dollars and agreed to a Security Agreement in that
11 equipment in favor of plaintiff. A true copy of the
12 Security Agreement is attached hereto Exhibit 3.
13 13. To that end, defendants also executed a personal
14 guaranty for the financed equipment obligation. A true copy
15 of the Personal Guaranty is attached hereto as Exhibit 4.
16 14. Plaintiff is informed and believes, and thereon
17 alleges, that Defendant Kabul SINGH never intended to pay
18 Plaintiff any of the amounts he was owed under the
19 installment note nor any of the payments on the financed
20 equipment. Indeed, defendant Kabul SINGH knew that the
21 representations he made to Plaintiff concerning payment
22 were false. Defendant Kabul SINGH intended for Plaintiff to
23 rely on his false representations and made the false
24 representations in order to induce Plaintiff to agree to
25 the terms of the note and the guaranty for the equipment
26 lease. Plaintiff justifiably relied on the false
27 representations made by Defendant Kabul SINGH.

28

1 15. Plaintiff is informed and believes, and thereon
2 alleges, that Defendant Kabul SINGH and Defendant Jassi Gas
3 & Mart, Inc. never intended to pay Plaintiff the amounts he
4 was owed under the installment note. Defendant Kabul SINGH
5 and Defendant Jassi Gas & Mart, Inc. knew that the
6 representations made to Plaintiff concerning payment on the
7 note were false. Defendant Kabul SINGH and Defendant Jassi
8 Gas & Mart, Inc. intended for Plaintiff to rely on these
9 false representations and made the false representations in
10 order to induce Plaintiff to accept the terms of the note
11 and the guaranty of the financed equipment. Plaintiff
12 justifiably relied on the false representations made by
13 Defendant Kabul SINGH and Defendant Jassi Gas & Mart, Inc.
14 16. On December 29, 2012, the date that Defendants' first
15 installment payment was due, no payment was made. Instead,
16 defendants stated verbally that they would not be making
17 any payments on the note or to anyone else, and that this
18 was simply the way that they preferred to "do business" in
19 order to extract better terms in subsequent negotiations
20 after breach.
21 17. To date, Plaintiff has not received payment from
22 Defendants for any portion of the amounts owed to him under
23 the installment note signed by Defendants nor any payment
24 on the secured equipment.
25 18. Plaintiff has repeatedly made demand for the monies
26 owed to him.
27 19. By this action, Plaintiff seeks compensation for the
28 monetary losses caused by Defendants' actions as well as

1 the recovery of exemplary damages, interest, and attorneys'
2 fees and costs.

3 First Cause of Action - Fraud

4 (Defendants and Does 1 - 20)

5 20. Plaintiff repeats, re-alleges, and incorporates the
6 allegations set forth in Paragraphs 1
7 through 19, inclusive.

8 21. Defendants, and each of them, falsely represented to
9 Plaintiff that they would pay him amounts under an
10 installment note and that they would make timely payments
11 to the creditors holding owed for the leased equipment.

12 22. Defendants knew that the representations they made to
13 Plaintiff were false and that they had no intention of
14 paying any portion of the note owed to Plaintiff.

15 23. Defendants intended for Plaintiff to rely on their
16 false representations and made the false representations in
17 order to induce Plaintiff to accept payment of the agreed
18 upon commission over a period of time rather than all at
19 once at the close of escrow.

20 24. Plaintiff justifiably relied on the false
21 representations made by Defendants and agreed to accept
22 payment over time and to turn over the equipment leases to
23 defendants.

24 25. As a result of Plaintiff's justifiable reliance on
25 Defendants' false representations, Plaintiff has been
26 damaged in an amount according to proof at trial but which
27 Plaintiff alleges exceeds the jurisdictional minimum of
28 this court.

1 26. On information and belief, the actions of Defendants,
2 as alleged above were willful, oppressive, fraudulent,
3 and/or malicious as defined in California Civil Code §
4 3294. Accordingly, Plaintiff should recover, in addition
5 to his actual damages, exemplary and punitive damages
6 according to proof.

7

8 Second Cause of Action - Breach of Contract

9 (Defendants and Does 1 - 20)

10 27. Plaintiff repeats, re-alleges, and incorporates the
11 allegations set forth in Paragraphs 1 through 26,
12 inclusive.

13 28. Plaintiff and defendants entered into the written
14 installment note attached hereto as Exhibit 2 whereby
15 Defendants Kabul SINGH and Jassi Gas & Mart, Inc. agreed to
16 pay Plaintiff the sum of twenty six thousand nine hundred
17 sixty four dollars and twelve cents over a period of months
18 as well as monthly payments on the equipment lease.

19 29. Defendants did not pay any part of the note due and
20 owing to Plaintiff or the amounts owing on the equipment
21 lease.

22 30. Defendants breached the installment note and the
23 personal guaranty attached as Exhibit 4 by failing and/or
24 refusing to pay Plaintiff the sums due and owing to
25 Plaintiff on either the note or the equipment lease.

26 31. As a direct result of Defendants breach of the
27 installment note and equipment assumption, Plaintiff has
28 been damaged in an amount according to proof at trial but

1 which Plaintiff alleges exceeds the jurisdictional minimum
2 of this court.

3
4 Third Cause of Action

5 Foreclosure of Personal Property Security

6 32. Plaintiff repeats, re-alleges, and incorporates the
7 allegations set forth in Paragraphs 1 through 31,
8 inclusive.

9 33. Defendants owe a debt to plaintiff. They have
10 defaulted on the payments for that debt pursuant to the
11 plain meaning of the contract.

12 34. There exists tangible security for the debt.
13 Plaintiff is entitled to a decree of foreclosure and/or
14 possession of the security interest pursuant to the
15 Security Agreement and Article 9 of the Uniform Commercial
16 Code.

17 Fourth Cause of Action

18 Indemnity of Assumed Debt

19 35. Plaintiff repeats, re-alleges, and incorporates the
20 allegations set forth in Paragraphs 1 through 34,
21 inclusive.

22 36. As part of the purchase and sale, defendants expressly
23 agreed in writing to assume those certain debts which arise
24 out of the equipment lease.

25 37. Furthermore, defendants agreed to defend and indemnify
26 plaintiffs for any amounts owing and/or arising out of the
27 equipment leases.

28

1 38. Consequently, plaintiff is entitled to complete
2 indemnity as against defendants for any and all sums which
3 are or will become due and owing under the equipment
4 leases.

5 Prayer for Relief

6 WHEREFORE Plaintiff prays that the Court grant:

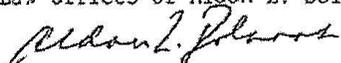
- 7 1. Actual, compensatory, special, and consequential
- 8 damages in an amount to be proven at trial;
- 9 2. Exemplary and punitive damages in an amount to be
- 10 proven at trial;
- 11 3. Interest at the legal rate;
- 12 4. Plaintiffs attorneys' fees and costs;
- 13 5. Declaratory and injunctive relief; and
- 14 7. Such further relief as the Court may deem just and
- 15 proper.

16
17 Jury Trial Demand

18 Plaintiff demands a jury trial of all claims triable
19 by jury.

20 Date: April 5, 2013

21 Law Offices of Aldon L. Bolanos

22 

23 Aldon L. Bolanos, Esq.

24 Attorney for Plaintiff

25
26 Verification

27 I, Jaswant Singh, am the plaintiff in this action. I have
28 read and reviewed the factual allegations in this pleading

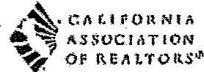
1 and I know them to be true and accurate. . Therefore, I make
2 this verification as to accuracy on penalty of perjury
3 under the laws of the State of California.

4 Jaswant Singh

6 Jaswant Singh

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Exhibit 1



BUSINESS PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form BPA, Revised 4/10)

Date December 29, 2011

- 1. OFFER: A. THIS IS AN OFFER FROM... B. THE BUSINESS TO BE ACQUIRED is known as... C. THE PURCHASE PRICE offered is... D. INVENTORY valued at approximately \$... E. CLOSE OF ESCROW shall occur on... 2. AGENCY: A. POTENTIALLY COMPETING BUYERS AND SELLERS... B. CONFIRMATION: The following agency relationships are hereby confirmed... 3. PAYMENT OF PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder. A. INITIAL DEPOSIT: Deposit shall be in the amount of \$10,000.00... B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit... C. LOAN(S) (1) FIRST LOAN in the amount of... (2) SECOND LOAN in the amount of... D. LOAN SECURED BY BUSINESS ASSETS IN THE AMOUNT OF \$75,000.00

Buyer's initials (KS)

Seller's initials (MS)

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Reviewed by _____ Date _____



BUSINESS PURCHASE AGREEMENT (BPA PAGE 1 OF 3) Agent: Jasvir Randhawa Phone: (916)488-6900 Fax: (916)488-9428 Prepared using zipForm® software Broker: NBB 3630 Watt Ave Suite 2 Sacramento, CA 95821

860 Arden way, Sacramento, CA. 95815

Property Address: Sacramento

Date: December 29, 2011

E. ADDITIONAL FINANCING TERMS: \$ 250,000.00

Buyer shall Assume sellers existing Equipment Financing with Allegiant Partners Incorporated, current balance approximately \$243,028.00. If the balance is less or more at closing of this escrow, then Seller Financing amount Paragraph J, Page 1 shall be adjusted accordingly and this sale is also contingent upon Allegiant Partners Incorporated approval of the Buyer to assume this loan.

F. BALANCE OF PURCHASE PRICE OR DOWNPAYMENT in the amount of \$ 125,000.00
to be deposited with Escrow Holder within sufficient time to close escrow.

G. PURCHASE PRICE (TOTAL): \$ 460,000.00

CAUTION: Obligations secured by mixed collateral (i.e., both personal and real property) are subject to complex rules and court decisions under the California Civil Code, Commercial Code and the Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of any such obligations.

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 3i(1) shall, within 7 (or 7 / 1) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, verification attached.)

I. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement

(3) LOAN CONTINGENCY REMOVAL:

(i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 25, in writing remove the loan contingency or cancel this Agreement;
OR (ii) (if checked) the loan contingency shall remain in effect until the designated loans are funded.

J. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)

K. BUYER STATED FINANCING: Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing; and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. ESCROW AND TITLE:

A. ESCROW HOLDER: Buyer Seller shall pay escrow fees 50/50
Escrow Holder shall be Fidelity National Title

B. (1) FORM OF OWNERSHIP: The Business shall be owned in the form designated in Buyer's escrow instructions. THE MANNER OF TAKING TITLE AND THE FORM OF OWNERSHIP OF THE BUSINESS MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES: CONSULT AN APPROPRIATE PROFESSIONAL.

(2) TITLE: Seller shall furnish to Buyer bills of sale and other instruments of transfer or assignment necessary to carry out this Agreement.

5. CLOSING AND POSSESSION:

A. Possession shall be delivered to Buyer at 5 PM or _____ AM PM, on the date of Close Of Escrow; on _____ ; or no later than _____ Days After Close Of Escrow. If Seller also owns the real property upon which the Business operates and transfer of title to the real property and possession of the Business do not occur at the same time, Owner and Buyer are advised to: (i) enter into a written agreement regarding possession; and (ii) consult with their insurance and legal advisors or other appropriate professional(s).

B. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale and shall provide any available Copies of such warranties. Brokers cannot and will not determine the assignability of any warranties.

C. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems and alarms.

6. ASSETS TRANSFERRED: With the exception of cash or cash equivalents on deposit in any financial institution, and assets excluded below, Buyer is purchasing all assets of the Business, including but not limited to: inventory for sale, machinery, furniture, fixtures and other equipment, leasehold improvements, transferable government licenses and permits, customer lists, fictitious business names, trade names and trademarks, logos, copyrights and patents, signs and advertising materials, telephone and fax numbers, web sites, URL names, e-mail addresses, accounts receivable, vendor lists and catalogs, goodwill, agreements not to compete, franchise agreements, distribution rights, employee lists and information, computer and customer software, and customer deposits. All items transferred that are leased are subject to the terms of existing lease(s).

Other

Excluded asset _____

Buyer's Initials ([Signature])

Seller's Initials ([Signature])

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BPA REVISED 4/10 (PAGE 2 OF 9)

Reviewed by _____ Date _____



860 Arden way, Sacramento, CA. 95815

Property Address: Sacramento

Date: December 29, 2011

7. LIABILITIES TRANSFERRED: Buyer is NOT purchasing any liabilities of the Business, EXCEPT those items checked below:

- A. Accounts payable, per attached list.
- B. Service, maintenance and advertising agreements, per attached list.
- C. Other _____

8. INVENTORY (if checked):

- A. Buyer's acceptance of inventory is a contingency of this Agreement. Buyer shall have the right, at Buyer's expense, within the time specified in paragraph 25, to conduct a physical inventory and, in writing, remove the contingency or cancel this Agreement.
- B. Buyer has the right to confirm the inventory within 5 (or _____) Days Prior to Close Of Escrow. The purchase price shall be adjusted to reflect the remaining inventory. The adjustment is to be added to or subtracted from the cash down payment; or seller financing.

9. SELLER DISCLOSURE; BUYER INVESTIGATION:

Seller shall, within the time specified in paragraph 25, provide to Buyer, or to Buyer's counsel, accountant or other designated representative, the lists of items or documents, or Copies thereof, for the items checked below. For each item, as applicable, Seller shall include a statement of whether the item is owned or leased and whether Seller has any legal, proprietary interest, or intellectual property rights in, or restrictions on, the item. Buyer, within the time specified in paragraph 25, shall then investigate the items provided to Buyer and take the action specified in paragraph 25.

- | | |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Inventory, including work in progress | <input type="checkbox"/> Signs and advertising materials |
| <input checked="" type="checkbox"/> Machinery | <input type="checkbox"/> Telephone and fax numbers |
| <input checked="" type="checkbox"/> Furniture, fixtures and other equipment | <input type="checkbox"/> Websites, URL names and e-mail addresses |
| <input type="checkbox"/> Other personal property | <input type="checkbox"/> Vendor lists and catalogs |
| <input type="checkbox"/> Leasehold improvements | <input type="checkbox"/> Goodwill |
| <input type="checkbox"/> Government licenses and permits | <input type="checkbox"/> Agreements not to compete |
| <input type="checkbox"/> Customer lists | <input type="checkbox"/> Franchise agreements |
| <input type="checkbox"/> Fictitious business name statements | <input type="checkbox"/> Distribution rights |
| <input type="checkbox"/> Trade names and trademarks | <input type="checkbox"/> Employee lists and information |
| <input type="checkbox"/> Logo | <input type="checkbox"/> Computer and customer software |
| <input type="checkbox"/> Copyrights and patents | <input type="checkbox"/> Customer deposits |
| <input type="checkbox"/> Schedule of accounts receivable | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Business appraisal | |
| <input type="checkbox"/> Other assets: | |
| <input type="checkbox"/> Schedule of accounts payable | <input type="checkbox"/> Service, maintenance and advertising agreements |
| <input type="checkbox"/> Other liabilities: | |
| <input type="checkbox"/> Employee estoppel certificates | <input type="checkbox"/> Proposed allocation of purchase price among assets |
| <input checked="" type="checkbox"/> Sales tax returns for the years _____ 2011 _____ to _____ 2011 _____ | |
| <input type="checkbox"/> Federal and state income tax returns for the years _____ to _____ | |
| <input checked="" type="checkbox"/> Financial statements for the years _____ 2011 _____ to _____ 2011 _____ | |
| <input type="checkbox"/> Employment withholding returns for the years _____ to _____ | |

SELLER REPRESENTS THAT: (i) THE BOOKS AND RECORDS THAT OWNER PROVIDES ARE THOSE MAINTAINED IN THE ORDINARY AND NORMAL COURSE OF BUSINESS; AND (ii) FEDERAL AND STATE TAX RETURNS THAT SELLER PROVIDES ARE COPIES OF THOSE FILED WITH THE APPLICABLE GOVERNMENTAL AGENCIES.

10. CONSULTING AND TRAINING: Seller shall consult with Buyer to show Buyer methods used in operating the Business. Seller shall provide consulting services for a period of 10 Days After Close Of Escrow at no cost to Buyer, which services shall not exceed a total of 80 hours. Seller shall not be responsible for training Buyer in the basics of operating a business of the type being sold pursuant to this Agreement, but only to alert Buyer to the nuances, as determined by Seller, of operating this type of business. NOTE TO BUYER: IF YOU ARE NOT ALREADY TRAINED IN THIS TYPE OF BUSINESS, YOU ARE STRONGLY ADVISED TO SEEK TRAINING.

11. AGREEMENT NOT TO COMPETE (if checked): As a material part of the consideration of the sale, Seller agrees not to operate or engage in, directly or indirectly, whether as a principal, agent, manager, employee, owner, member, partner, stockholder, director or officer of a corporation, trustee, consultant, or any other capacity whatsoever, any business the same as, or substantially similar to, or in competition with the Business within a radius of 1 miles from the current location of the Business (or Excluding Circle 6 Store, 739 Arden Way) for a period of 5 year(s) from the date of final transfer of the Business, so long as Buyer, or Buyer's successor-in-interest, is operating the Business in said area.

12. LEASE (Check applicable items): The sale is contingent upon Buyer obtaining, within 21 (or _____) Days After Acceptance, the assignment, new lease, option to extend, sublease or other lease as indicated below. Buyer shall submit an application for such lease to Seller's landlord or Seller, as applicable, within 15 (or _____) Days After Acceptance.

- A. An assignment of Seller's existing lease.
 - B. A new lease with Seller's landlord, on terms acceptable to Buyer, to become effective concurrently with the Close Of Escrow.
 - C. An option to extend Seller's present lease for an additional _____ year(s), on terms acceptable to Buyer and Seller's landlord.
 - D. A sublease with Seller, on terms acceptable to Buyer, to become effective concurrently with the Close Of Escrow.
- Buyer and Seller are advised that such sublease may require notice to or approval of Seller's landlord.

E. OTHER: above Assignment is for Ground Lease

Buyer's Initials ()

Seller's Initials ()

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BPA REVISED 4/10 (PAGE 3 OF 9)

Reviewed by _____ Date _____



Untitled

BUSINESS PURCHASE AGREEMENT (BPA PAGE 3 OF 9)

860 Arden way, Sacramento, CA. 95815

Date: December 29, 2011

Property Address: Sacramento

13. PURCHASE OF REAL PROPERTY (if checked): The sale is contingent upon Buyer's ability to purchase, concurrently with the Close Of Escrow, the real property in which the Business operates. A separate Real Property Purchase Agreement is required (C.A.R. Form CPA).

14. LICENSES:

A. LIQUOR: If transfer of a liquor license is included in this sale, Seller shall comply with the Alcoholic Beverage Control Act concerning such transfer. Escrow shall not close, and no funds shall be transferred to Seller, until Escrow Holder is advised by the State of California Department of Alcoholic Beverage Control that the license transfer has been approved. The costs of such transfer shall be paid Buyer.

B. OTHER (if checked): This sale is contingent upon Buyer's obtaining, prior to the Close Of Escrow, the license(s) indicated below. Buyer shall apply for such license(s) within 15 (or 30) Days After Acceptance:

- 1. City license: _____
- 2. State license: ABC
- 3. Other: _____

15. FRANCHISE: If the Business is a franchise, in addition to being subject to Buyer's acceptance of the terms of franchise as provided in paragraph 9, the sale is also contingent upon Franchisor's acceptance of Buyer.

16. SALES AND USE TAX: Buyer shall pay any sales or use tax payable as a result of the sale under any Law and shall furnish Seller with Resale Certificates for any items bought for resale.

17. PRORATIONS: Personal property taxes, business taxes, rents, interest, insurance acceptable to Buyer, and prepaid deposits shall be prorated as of Close Of Escrow (or _____).

18. TAX CLEARANCES: Seller shall deliver to Escrow Holder proof that city (if applicable), state and federal income tax withholdings are current. Amounts withheld but not yet payable will be transferred in escrow or credited to Buyer. Seller shall also deliver to Escrow Holder any clearance documents available from the State Board of Equalization or Employment Development Department regarding S.D.I. unemployment insurance and FICA withholdings. No funds shall be released from escrow before such delivery.

19. NOTICES OF VIOLATIONS: Seller represents that, to the best of Seller's knowledge, no notices of violations of federal, state or local statute(s), law(s) or regulation(s) exist, or are filed or issued, that affect the operation of the Business, including any such notices regarding the real property in which the Business is situated ("Notices"), EXCEPT: _____

_____ if prior to Close Of Escrow, Seller receives or becomes aware of any Notices filed against or affecting the Business, Seller shall immediately notify Buyer.

20. BULK TRANSFER: Seller shall comply with the Bulk Sales provision of Division 6 of the Uniform Commercial Code, Bulk Transfer Section, as the law applies within the Seller's state.

21. LIENS; ENCUMBRANCES; RESTRICTIONS: Seller warrants that, to the best of Seller's knowledge, there are no undisclosed liens, encumbrances or restrictions upon the Business.

22. OPERATION OF BUSINESS DURING ESCROW: During the escrow period, Seller shall (i) operate the Business diligently and in substantially the same manner as prior to this offer; (ii) maintain the goodwill of the Business; (iii) keep all equipment and personal property in normal working order; and

23. SELLER REPRESENTATIONS: Seller's representations and warranties set forth herein, or in any written statements delivered to Buyer, shall be true and correct at Close Of Escrow, and shall survive the transfer of ownership of the Business.

24. OTHER TERMS AND CONDITIONS, including attached supplements:

A. The Inventory shall be sold at cost in addition to price of the Business and Inventory count shall be made by an independent Inventory Service, with fees to be paid by Buyer and Seller equally.

B. Seller shall carry a note for the Inventory amount for 1 year at 6% interest, payable in 12 equal monthly payments.

C. Seller financing (Paragraph 3, Page 1) shall be for 3 years, payments shall begin 3 months after close of escrow and shall be payable in 24 equal monthly payments.

25. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or _____) Days After Acceptance to Deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraph 9. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.

B. BUYER SHALL, within the times set forth below, take the specified action and, in writing, either remove the applicable contingency or cancel this Agreement:

(1) BUYER HAS: 17 (or _____) Days After Acceptance to complete all buyer investigations, unless otherwise agreed in 25B(2); approve all disclosures, reports, and review of reports and other applicable information, for which Buyer is responsible or which Buyer receives from Seller; and approve all other matters affecting the Business.

(2) (if checked) BUYER HAS: 30 (or _____) Days After Acceptance to complete geologic, soil and environmental inspections.

Buyer's Initials (AL) (_____)

Seller's Initials (ME) (_____)

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BUSINESS PURCHASE AGREEMENT (BPA PAGE 4 OF 9)

United

Property Address: 860 Arden way, Sacramento, CA. 95815
Sacramento

Date: December 29, 2011

- (3) Within the time specified in 25B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller either (i) a removal of the applicable contingency (C.A.R. Form CR), or (ii) a cancellation (C.A.R. Form CC) of this Agreement based upon a contingency or Seller's failure to Deliver the specified items. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 25A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in 25B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) Continuation of Contingency: Even after the end of the time specified in 25B(1) and before Seller cancels this Agreement, if at all, pursuant to 25C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based upon a remaining contingency or Seller's failure to Deliver the specified items. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 25C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
- (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a letter as required by 3i; (iv) if Buyer fails to Deliver verification as required by 3H or 3j; or (v) if Seller reasonably disapproves of the verification provided by 3H or 3j. In such event, Seller shall authorize return of Buyer's deposit.
- (3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 25C(2).
- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall with regard to that contingency or cancellation right conclusively be deemed to have: (i) completed all buyer investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for repairs or corrections or for inability to obtain financing.
- E. CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form OCE).
- F. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.
- 25. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Business.
- 27. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Business is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal of this transaction.
- 28. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 29. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS or property data system ("PDS") a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS or PDS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.**
- 30. EQUAL OPPORTUNITY:** The Business is sold in compliance with federal, state, and local anti-discrimination Laws.
- 31. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 42A.
- 32. ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interests in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld, unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement.
- 33. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 34. COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals, and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 35. RISK OF LOSS:** Any risk of loss to the Business shall be borne by Seller until ownership has been transferred to Buyer.
- 36. DAMAGE OR DESTRUCTION:** If the Business or real property in which the Business is situated is destroyed or materially damaged prior to Close Of Escrow, then, on demand of Buyer, any deposit made by Buyer shall be returned to Buyer and this Agreement shall terminate.

Buyer's Initials (SH) (_____)
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Seller's Initials (SH) (_____)
Reviewed by _____ Date _____



BUSINESS PURCHASE AGREEMENT (BPA PAGE 5 OF 9)

United

869 Arden way, Sacramento, CA. 95815

Property Address: Sacramento

Date: December 29, 2011

notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.

D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

41. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement.

Buyer's Initials GA Seller's Initials SA

42. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 42C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 42C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials GA Seller's Initials SA

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

(2) BROKERS: Brokers shall not be obligated or compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

43. TERMS AND CONDITIONS OF OFFER:

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer's Initials (GA) (_____)

Seller's Initials (SA) (_____)

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Reviewed by _____ Date _____



060 Arden way, Sacramento, CA, 95815

Date: December 29, 2011

Property Address: Sacramento

44. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
45. **AUTHORITY:** Any person(s) signing this Agreement represent(s) that such person(s) has full power and authority to bind that person's principal, and that the designated Buyer and Seller have full authority to enter into and perform this Agreement. Entering into this Agreement and the completion of the obligations pursuant to this Agreement, do not violate any Articles of Incorporation, Articles of Organization, Bylaws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
46. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by National Business Brokers, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer, (OR, if checked by 5:00 AM PM) on January 3, 2012 (date). Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Buyer Kehul Singh & or Assignee Date 12-29-11
 By Kehul Singh Name Printed _____
 Address 16 Woodland Ct City Woodland State CA Zip 91726
 Telephone 510-308-8111 Fax _____ E-mail _____

Buyer _____ Date _____
 By _____ Name Printed _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Notice Address, if Different

Additional Signature Addendum attached (C.A.R. Form ASA).

47. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of this Business, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Business on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Broker to deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO THE ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED 1-1-12

Seller Jagmeet Singh Date _____
 By Jagmeet Singh Name Printed JAGMEET SINGH
 Address 779 Arden Way City Sacramento State CA Zip 95815
 Telephone _____ Fax _____ E-mail _____

Seller _____ Date _____
 By _____ Name Printed _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Notice Address, if Different

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on _____ (date) at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

Buyer's Initials (_____) (_____)

Seller's Initials (Z) (_____)

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Untitled

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Date: December 29, 2011

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2 above.
- C. If specified in paragraph 3A(2), Agent who submitted offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the Business is offered for sale or a reciprocal MLS or PDS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) National Business Brokerage
 By [Signature] Date _____
 Address 3830 Watt Ave Suite 2 City Sacramento State CA Zip 95821
 Telephone (916) 488-6900 Fax (916) 488-9428 E-mail nbba@ao1.com

Real Estate Broker (Listing Firm) National Business Brokerage
 By _____ Date _____
 Address 3830 Watt Ave Suite 2 City Sacramento State CA Zip 95821
 Telephone (916) 488-6900 Fax (916) 488-9428 E-mail nbba@ao1.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbered _____, Seller's Statement of Information and Other _____, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions if any.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____.

Escrow Holder Fidelity National Title Escrow # _____
 By _____ Date _____
 Address 8350 Cal Center Dr Ste 100 Sacramento, CA 95825
 Phone/Fax/E-mail 916-368-4079
 Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
 Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
 Seller's Initials _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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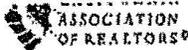
Reviewed by _____ Date _____



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BUSINESS PURCHASE AGREEMENT (BPA PAGE 9 OF 9)

Untitled



COUNTER OFFER No. 2

For use by Seller or Buyer. May be used for Multiple Counter Offer. (C.A.R. Form CO, Revised 1/10)

Date January 4, 2012

This is a counter offer to the [] California Residential Purchase Agreement, [] Counter Offer, or [] Other Business Purchase (Offer), dated December 29, 2011, on property known as Arden Shell, 860 Arden way (Property), between Kabut Singh & Or Assignees (Buyer) and JAYANT SINGH (Seller).

TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless a specific reference for inclusion in paragraph 1C of this or another Counter Offer.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.

C. Purchase Price shall be \$480,000 + Inventory at cost
Buyer's Down Payment shall be \$185,000

D. The following attached addenda are incorporated into this Counter Offer: [] Addendum No. []

AGREY TO ACCEPT OTHER OFFERS: If this is a Single Counter Offer, (i) Seller has the right to continue to offer the Property for sale or for another transaction, and to accept any other offer or any offer prior to Acceptance, as described in paragraph 3 and (ii) Seller's acceptance of another offer ends to Buyer's Acceptance of this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently accepted by Seller in paragraph 4 below and a Copy of the Counter Offer signed in paragraph 4 is personally received by Buyer or by Buyer's agent to whom it is sent and a Copy of the signed Counter Offer is personally received by the person authorized to receive it by 6:00 PM on the last day after the time date specified in paragraph 5 or (if checked) by [] AM [] PM. This Counter Offer may be executed in counterparts.

EXPIRATION: This Counter Offer shall be deemed revoked and the Offer, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person authorized to receive it by 6:00 PM on the last day after the time date specified in paragraph 5 or (if checked) by [] AM [] PM. This Counter Offer may be executed in counterparts.

(If checked) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently accepted by Seller in paragraph 4 below and a Copy of the Counter Offer signed in paragraph 4 is personally received by Buyer or by Buyer's agent to whom it is sent and a Copy of the signed Counter Offer is personally received by the person authorized to receive it by 6:00 PM on the last day after the time date specified in paragraph 5 or (if checked) by [] AM [] PM. This Counter Offer may be executed in counterparts.

OFFER: [] BUYER [] SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY, Date: 12/29/2011

ACCEPTANCE: I/WE accept the above Counter Offer (if checked) [] SUBJECT TO THE ATTACHED COUNTER OFFER(s) and acknowledge receipt of a Copy. Date: 1/4/12 Time: [] AM [] PM

SELLER'S COUNTER OFFER ACCEPTANCE: I/WE accept the above Counter Offer (if checked) [] SUBJECT TO THE ATTACHED COUNTER OFFER(s) and acknowledge receipt of a Copy. Date: [] Time: [] AM [] PM

CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by the maker of the Counter Offer or that person's authorized agent as specified in paragraph 3 for (i) this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4 or (ii) [] AM [] PM. A Binding Agreement is created when a Copy of Signed Acceptance is personally received by the maker of the Counter Offer, or that person's authorized agent for, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent whether or not confirmed in this document. Consideration of this confirmation is not legally required in order to verify a Binding Agreement; it is solely intended to evidence the date that Acceptance was received.

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CO REVISED 1/10 (PAGE 1 OF 1) COUNTER OFFER (CO PAGE 1 OF 1)

Prepared by: Jeyanth Rameshwar Phone: (916) 465-8420 Fax: (916) 465-8420 Prepared using JTF-Form9 software
Address: 1122 33rd West Ave Suite 3 Sacramento, CA 95811



CALIFORNIA
ASSOCIATION
OF REALTORS®

COUNTER OFFER No. 3

For use by Seller or Buyer. May be used for Multiple Counter Offer.
(C.A.R. Form CO, Revised 11/10)

Date January 24, 2012

This is a counter offer to the: California Residential Purchase Agreement, Counter Offer, or Other Business Purchase ("Offer"),
dated December 29, 2011, on property known as Arden Shell, 860 Arden way ("Property"),
between Kabul Singh & or Assignee, ("Buyer") and
Jaswant Singh, ("Seller").

- TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
 - Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
 - Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
 - Purchase Price shall be \$505,000 + Inventory at cost
 - Buyer's Down Payment shall be \$225,000
 - Seller carry back note to be \$40,000 at 6% amortized over 2 years, Payments shall begin 12 months after close of escrow and shall be payable in 12 equal monthly payments.
 - Buyer shall Assume sellers existing Equipment financing with Allegiant Partners Incorporated, current balance approximately \$240,000.00
- The following attached addenda are incorporated into this Counter Offer: Addendum No. _____

2. RIGHT TO ACCEPT OTHER OFFERS: If this is a Seller Counter Offer, (i) Seller has the right to continue to offer the Property for sale or for another transaction, and to accept any other offer at any time prior to Acceptance, as described in paragraph 3 and (ii) Seller's acceptance of another offer prior to Buyer's Acceptance of this Counter Offer, shall revoke this Counter Offer.

3. EXPIRATION: This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or by National Business Brokerage, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by February 1, 2012 (date), at 5:00 AM PM. This Counter Offer may be executed in counterparts.

4. (if checked) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by _____, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by AM PM. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. **NOTE TO SELLER: Sign and date in paragraph 5 to make this Counter Offer.**

5. OFFER: BUYER OR SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.

Jaswant Singh Date 01/24/2012
Jaswant Singh Date 1-24-12

6. ACCEPTANCE: I/WE accept the above Counter Offer (if checked SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Date _____ Time _____ AM PM
Kabul Singh & or Assignee Date _____ Time _____ AM PM

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: By signing below, Seller accepts this Multiple Counter Offer.
NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)
Date _____ Time _____ AM PM
Date _____ Time _____ AM PM

8. _____ (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by the (the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Acceptance has occurred.

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525 South Vista Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



CO REVISED 11/10 (PAGE 1 OF 1)

COUNTER OFFER (CO PAGE 1 OF 1)

Agent: Josyln Randhawa Phone: (916)488-6900 Fax: (916)488-9428 Prepared using zipForm® software
Broker: NBB 3630 Watt Ave Suite 2 Sacramento, CA 95821

FIRST AMENDMENT TO BUSINESS PURCHASE AGREEMENT

This First Amendment to Business Purchase Agreement is between Jassi Gas & Mart Inc. "Buyer" and Jaswant Singh, as "Seller".

RECITALS

A. Buyer and Seller have entered into a Business Purchase Agreement dated as of December 29, 2011, pursuant to which Buyer has agreed to buy and Seller has agreed to sell to Buyer. The Business located at 860 Arden Way, Sacramento, California.

B. Seller is working with City of Sacramento regarding Conditional use Permit issue to reinstate conditional use permit for subject location and wish to amend the Close of Escrow date.

C. Seller and buyer agrees to extend the Close of Escrow until on or Before 90 days after Seller provide a Letter to Buyer from the City of Sacramento stating that site has a valid Conditional use Permit to operate a gas Station and Convenience Store.

AGREEMENT

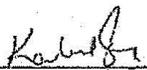
NOW, THEREFORE, the parties hereto agree as follows:

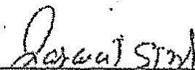
1. Close of Escrow is hereby extended until on or Before 90 days after Seller provide a Letter to buyer from the City of Sacramento stating that seller is compliance with City of Sacramento and site has a valid Conditional use Permit to operate a gas Station and Convenience Store.

2. Except as specifically set forth herein and amended hereby, the terms and conditions of the Business Purchase Agreement and Assignment of Business Purchase Agreement, are ratified, approved and confirmed.

"Buyer's"
Jassi Gas & Mart Inc.

"Seller's"


Kabul Singh (President) Date 07-11-12


Jaswant Singh Date 7-11-12

SECOND AMENDMENT TO BUSINESS PURCHASE AGREEMENT

This Second Amendment to Business Purchase Agreement is between Jassi Gas & Mart Inc. "Buyer" and Jaswant Singh, as "Seller".

RECITALS

- A. Buyer and Seller have entered into a Business Purchase Agreement dated as of December 29, 2011, pursuant to which Buyer has agreed to buy and Seller has agreed to sell to Buyer. The Business located at 860 Arden Way, Sacramento, California.
- B. City of Sacramento has issued or reinstated conditional use permit for subject location to operate as Gas Station and convenience Store, but revoked the sale of Beer & Wine, Therefore Seller and Buyer hereby agreed to reduce the Purchase Price to \$ 375,000.00 (Three Hundred Seventy Five Thousand Dollars), Buyer shall assume Seller existing Equipment Financing with Allegiant approximately \$225,000.00 and the balance (approximately \$150,000) of Purchase Price shall be paid by Buyer to Seller in escrow at close of Escrow.
- C. Inventory Amount approximately \$50,000.00 shall be paid by buyer to seller in 9 (Nine) equal installments without interest.
- D. Escrow shall close within 90 days after acceptance of this amendment.
- E. Buyer to assume seller's existing Shell Branding Agreement before close of escrow.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Purchase Price shall be \$ 375,000.00 (Three Hundred Seventy Five Thousand Dollars)
- 2. Buyer shall assume Seller's existing Equipment Financing approximately \$225,000.00 and the balance (approximately \$150,000) of Purchase Price shall be paid by Buyer to Seller in escrow at close of Escrow.
- 3. Inventory Amount approximately \$50,000.00 shall be paid by buyer to seller in 9 (Nine) equal installments without interest
- 4. Escrow shall close within 90 days after acceptance of this amendment
- 5. Buyer to assume seller's existing Shell Branding Agreement before close of escrow.

2. Except as specifically set forth herein and amended hereby, the terms and conditions of the Business Purchase Agreement, Counter offer #1, Counter offer #2, Counter offer #3 and Assignment of Business Purchase Agreement and First Amendment to Business purchase Agreement, are ratified, approved and confirmed.

"Buyer's"			"Seller's"	
Jassi Gas & Mart Inc.			Jaswant Singh	
<i>Kabul Singh</i>	10-06-12			10-6-12
Kabul Singh (President)	Date		Jaswant Singh	Date

Exhibit 2

INSTALLMENT NOTE
INSTALLMENT (INTEREST INCLUDED)

Escrow No.: 12-5012668-SR
Locate No.: CAJN0000-9934-0010-

\$ 26,677.00

Sacramento, California

November 20, 2012

In installments as herein stated, for value received, I promise to pay to

Jaswant Singh or order,

at any address designated by Payee, the sum of Twenty Six Thousand Six Hundred Seventy Seven and no/100ths, given without interest, and payable in monthly installments of Two Thousand Nine Hundred Sixty Four and 12/100ths

DOLLARS, (\$2,964.12)

OR MORE on the same day of each and every Month beginning on December 29, 2012 and continuing until said principal has been paid.

Each payment shall be credited on principal. Should default be made in payment of any installment when due the whole sum of principal shall become due at the option of the holder of this Note. Principal payable in lawful money of the United States. If action be instituted on this Note I promise to pay such sum as the Court may fix as attorney's fees. This Note is secured by a Security Agreement and a UCC-1 Financing Statement filed with the California Secretary of State and recorded with the Sacramento County Recorder's Office.

Jassi Gas & Mart, Inc.

By: Kabul Singh
Kabul Singh, President/Secretary

Exhibit 3

Escrow No.: 12-S012668-SR
Locate No.: CAIND0000-0934-0010

SECURITY AGREEMENT
(PERSONAL PROPERTY)

THIS SECURITY AGREEMENT is made this November 20, 2012, by and between Jassi Gas & Mart, Inc., a California corporation of 860 Arden Way, Sacramento, CA 95815, (hereinafter "Debtor") and Jaswant Singh of 739 Arden Way, Sacramento, CA 95815, (hereinafter "Secured Party").

Debtor hereby grants to Secured Party a security interest in all that certain personal property (hereinafter to be referred to as "Security"), now owned or hereafter acquired (except consumer goods acquired more than ten (10) days after the Secured Party gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows: all of the furniture, fixtures, equipment, inventory, building, and all other tangible assets used in the operation of that certain business known as Arden Shell, located at 860 Arden Way, Sacramento, CA 95815 as security for the payment to Secured Party of Twenty Six Thousand Six Hundred Seventy Seven and no/100ths Dollars (\$ 26,677.00), according to the terms and conditions of a certain Promissory Note, of even date herewith, given and made by Debtor in favor of Secured Party.

This Security Agreement also secures: (a) any and all extensions or renewals of said Promissory Note; (b) the repayment of all sums, including but not limited to legal expenses, that may be advanced or incurred by Secured Party for the maintenance, protection or preservation of Security, or any part thereof; (c) any and all other sums that may hereafter be advanced by Secured Party to or for the benefit of Debtor; (d) any and all other expenditures that may hereafter be made by Secured Party pursuant to the provisions hereof; and (e) any and all other debts and obligations of Debtor to Secured Party that may hereafter be incurred.

Debtor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the Security; and Debtor shall permit Secured Party and Secured Party's representative to inspect the Security and/or the records pertaining thereto from time to time at any reasonable time.

Debtor shall keep the Security in good condition and repair, and shall not use it for any unlawful purpose; and shall not remove, nor permit to be removed, any part of the Security from the above premises without the prior written consent of Secured Party, which shall not be unreasonably withheld; and shall provide, maintain and deliver to Secured Party physical damage and loss insurance policies covering the Security in amounts and with insurance companies satisfactory to Secured Party, naming Secured Party as loss payee, as Secured Party's interest may appear.

Debtor hereby declares and warrants to Secured Party that Debtor is the absolute and sole owner, and is in possession of all of the Security, and that the same is free and clear of all liens, encumbrances, adverse claims, and any other security interest. Debtor shall not sell or offer to sell or otherwise transfer the Security or any interest therein without the prior written consent of Secured Party; nor shall Debtor sell, assign or create or permit to exist any lien on or security interest in the Security in favor of anyone other than Secured Party, unless Secured Party consents thereto in writing. Debtor shall, upon Secured Party's request, remove any unauthorized lien or security interest on the Security, and defend any claims affecting the Security; and Debtor shall pay all charges against the Security, including but not limited to taxes, assessments, encumbrances and insurance, and upon Debtor's failure to do so, Secured Party may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor secured hereunder.

If Debtor fails to make payment of any part of the principal or interest as provided in said Promissory Note at the time and in the manner therein specified or if any breach be made of any obligation, promise or warranty of Debtor herein contained, then the whole principal sum unpaid on said Promissory Note, with accrued interest thereon, shall immediately become due and payable, without notice, at the option of Secured Party, and Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Security at public or private sale; unless the Security is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, Secured Party will give debtor at least ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) retain the Security in satisfaction of the obligations secured

Security Agreement (Personal Property)

(bksccag)(8-03)

hereby, with notice of such retention sent to Debtor as required by law; (c) notify any parties obligated on any of the Security consisting of accounts, instruments, chattel paper, chooses in acting or the like to make payment to Secured Party and enforce collection of any of the Security herein; (d) require Debtor to assemble and deliver any of the Security to Secured Party at a reasonably convenient place designated by Secured Party; (e) apply all sums received or collected from or on accounts of the Security, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing the rights of Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party in its sole discretion entitled thereto, including any second secured party who has made a proper demand upon Secured Party and has furnished proof to Secured Party as requested in the manner provided by law; in like manner, Debtor agrees to pay to Secured Party without demand any deficiency after any Security has been disposed of and proceeds applied as aforesaid.

Secured Party has all the rights and remedies of a Secured Party under the Uniform Commercial Code in any jurisdiction where enforcement is sought. Debtor agrees to pay all costs incurred by Secured Party in enforcing its rights under this Security Agreement, including but not limited to reasonable attorney's fees. All rights, powers and remedies of Secured Party hereunder shall be cumulative and not alternative. No delay on the part of Secured Party in the exercise of any other right or remedy or further exercise of the same remedy.

It is further agreed, subject to applicable law, that upon any sale of the Security according to law, or under the power herein given, that Secured Party may bid at said sale, or purchase the Security, or any part thereof at said sale.

Debtor warrants that if Debtor is a business entity, the execution, delivery and performance of the aforesaid Promissory Note and this Security Agreement are within its powers and have been duly authorized.

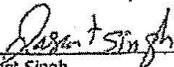
If more than one Debtor executes this Security Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and constructions so require. Any married person who signs this Security Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Secured Party.

This Security Agreement shall inure to the benefit of and bind Secured Party, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Secured Party of any part of the obligations secured hereby, Secured Party shall be fully discharged from all liability with respect to the Security transferred therewith.

Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Security Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement.

IN WITNESS WHEREOF, Secured Party and Debtor have executed this instrument.

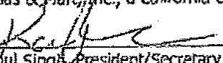
SECURED PARTY



Jaswant Singh

DEBTOR(S):

Jassi Gas & Mart, Inc., a California corporation

By: 

Kabul Singh, President/Secretary

Security Agreement (Personal Property)

(blksccag)(8-03)

Exhibit 4

PERSONAL GUARANTY AGREEMENT Lease Addendum Arden Shell 4-2011

This guaranty is given by Kabal Singh ("Guarantor[s]") to Sa-Ro Leasing, Inc. ("Obligee") to induce Obligee to lease certain equipment under that certain Lease Rental Agreement, dated November ____, 2012 (Lease Agreement), as well as any subsequent modifications or additions to the Lease Agreement, or subsequent leases of equipment to Sa-Ro Leasing, Inc. ("Obligor").

1. **Obligation Guaranteed.** For valuable consideration, the undersigned Guarantors jointly and severally unconditionally guarantee to Obligee the following obligation[s] of Obligor: lease payments under that certain Lease Rental Agreement, dated November ____, 2012, as well as any subsequent modifications or additions to the Lease Agreement or the payments for subsequent leases of equipment; the payment of any and all indebtedness of Obligor to Obligee. The word "indebtedness" is used in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Obligor, whenever made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligor may be liable individually or jointly with others, or whether recovery may be or become barred by any statute of limitations or otherwise become unenforceable.

2. **Death, Insolvency, or Bankruptcy.** Guarantors jointly and severally unconditionally guarantee the payments for that certain Lease Rental Agreement, dated November ____, 2012, as well as any subsequent modifications or additions to the Lease Agreement or the payments for subsequent leases of equipment; any and all indebtedness of Obligor to Obligee, whether or not due or payable by Obligor, on (a) the death, dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against, Obligor or Guarantors, or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting, the property of Obligor or Guarantors, and jointly and severally unconditionally promise to pay this indebtedness to Obligee or order, on demand, in lawful money of the United States.

3. **Extent of Liability.** This guaranty may be terminated with regard to future transactions provided Guarantors give written notice of termination to Obligee. Notice shall be deemed effective as of noon of the next succeeding business day following receipt of notice by Obligee. No notice of termination shall release Guarantors, whether or not giving the notice, from any liability as to any guaranteed indebtedness that may be owing to or held by Obligee or in which Obligee may have an interest or for which Obligee may be obligated at the time of receiving notice, and all extensions or renewals. The liability of Guarantors under this agreement is exclusive and independent of any security for or other guarantee of the indebtedness of Obligor, whether executed by Guarantors or any other party, and the liability of Guarantors under this Agreement is not affected or impaired by any of the following:

- (a) Any indebtedness exceeding Guarantors' liability;
- (b) Any direction of application by Obligor or any other party;
- (c) Any other continuing or other guaranty, undertaking, or maximum liability of Guarantors or of any other party as to the indebtedness of Obligor;
- (d) Any payment on or in reduction of any other guaranty or undertaking;
- (e) Any notice of termination of this agreement as to future transactions given by, or the death or termination of, or the revocation or release of any obligations under this agreement of, any other of the Guarantors;
- (f) Any dissolution, termination, or increase, decrease, or changes of personnel of any of the Guarantors; or
- (g) Any payment made to the Obligee on the indebtedness that Obligee repays to Obligor pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceeding. Guarantors waive any right to the deferral or modification of Guarantor's obligations by virtue of any such proceeding.

4. **Holder of Parties.** The obligations of guarantors are joint and several, and independent of the obligations of Obligor. Obligee who may bring and prosecute a separate action or actions against Guarantors, whether it brings an action against Obligor or joins Obligor in any action or actions commenced. Guarantors waive, to the fullest extent permitted by law, the benefit of any statute of limitations affecting their liability under this agreement or the enforcement of this agreement. Any payment by Obligor or other circumstance that operates to toll any statute of limitations as to Obligor shall also operate to toll the statute of limitations as to Guarantors. Any Guarantor who is a married person agrees

that recourse may be had against his or her separate property for his or her obligations under this agreement.

5. Change of Obligation.

(a) Guarantors authorize Obligee, (whether or not after revocation or termination of this guaranty) without notice or demand (except any notice or demand that is required by statute and cannot be waived) and without affecting or impairing their liability, from time to time to do any of the following:

- (1) Renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of the obligation [including increase or decrease the rate of interest];
- (2) Take and hold security for the performance of this guaranty of the obligation guaranteed, and exchange, enforce, waive, and release any security;
- (3) Apply security and direct the order or manner of sale of security as Obligee in its discretion may determine; and
- (4) Release or substitute any one or more of the Guarantors.

(b) Obligee may without notice assign this guaranty in whole or in part.

6. Capacity and Authority. If Obligor is a corporation, partnership or other entity, Obligee need not inquire into or verify the powers of Obligor or the authority of those acting or purporting to act on behalf of Obligor, and this Guaranty shall be enforceable with respect to any indebtedness Obligee grants or extends to Obligor in reliance on the purported exercise of those powers or authority.

7. Subordination. Any indebtedness of Obligor now or later held by Guarantors is subordinated to the indebtedness of Obligor to Obligee, and all indebtedness of Obligor to Guarantors, if Obligee so requests, shall be collected, enforced, and received by Guarantors as trustees for Obligee and be paid over to Obligee on account of the indebtedness of Obligor to Obligee, without affecting or impairing in any manner the liability of Guarantors under the other provisions of this guaranty.

8. Waiver of Defenses.

(a) Guarantors waive any right to require Obligee to (1) proceed against Obligor; (2) proceed against or exhaust any security held from Obligor; or (3) pursue any other remedy in Obligee's power whatsoever.

(b) Guarantors waive any defense based on or arising out of any defense of Obligor other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of Obligor, the unenforceability of the indebtedness from any cause, or the cessation from any cause of the liability of Obligor other than payment in full of the indebtedness.

(c) Obligee, at its election, may foreclose on any security held by Obligee by one or more judicial sales, whether or not every aspect of any sale is commercially reasonable, or exercise any other right or remedy Obligee may have against Obligor, or any security, without affecting or impairing in any way the liability of Guarantors under this agreement, except to the extent that the indebtedness has been paid.

(d) Guarantors waive all rights and defenses that Guarantors may have because Obligor's debt is secured by real property. This means, among other things:

(1) Obligee may collect from Guarantors without first foreclosing on any real or personal property collateral pledged by Obligor.

(2) If Obligee forecloses on any real property collateral pledged by Obligor:

(A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(B) Obligee may collect from the Guarantors even if Obligee, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Obligor.

This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Obligor's debt is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based on Code of Civil Procedure Sections 580a, 580b, 580d, and 726.

(c) Guarantor waives all rights and defenses arising out of an election of remedies by Obligee, even though that election of remedies, such as nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by operation of Code of Civil Procedure Section 580d or otherwise.

(f) Until all indebtedness of Obligor to Obligee is paid in full, even though that indebtedness is in excess of Guarantors' liability under this agreement, Guarantors shall have no right of subrogation, shall waive any right to enforce any remedy that Obligee now has or may later have against Obligor, and shall waive any benefit of, and any right to, participation in any security now or later held by Obligor. Guarantors waive all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness.

(c) Guarantors assume all responsibility for keeping themselves informed of Obligor's financial condition and assets, and of all other circumstances bearing on the risk of nonpayment of the indebtedness and the nature, scope, and extent of the risks that Guarantors assume and incur under this agreement, and agree that Oblige shall have no duty to advise Guarantors of information known to it regarding those circumstances or risks.

9. **Attorneys' Fees and Costs.** In addition to the amounts guaranteed under this agreement, Guarantors jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses incurred by Oblige in enforcing this guaranty in any action or proceeding arising out of, or relating to, this guaranty.

10. **Lien and Setoffs.** In addition to all liens on, and rights of setoff against the money, securities, or other property of Guarantors given to Oblige by law, Oblige shall have a lien on and a right of setoff against all money, securities, and other property of Guarantors now or later in the possession of Oblige, whether held in a general or special account, or for safekeeping or otherwise; and every lien and right of setoff may be exercised without demand on or notice to Guarantors.

11. **Non-waiver of Rights of Oblige.** No right or power of Oblige under this agreement shall be deemed to have been waived by any act or conduct on the part of Oblige, or by any neglect to exercise that right or power, or by any delay in so doing; and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Oblige.

12. **Singular and Plural.** In all cases when there is but a single Obligor or a single Guarantor, all words used in the plural shall be deemed to have been used in the singular if the context and construction so require; and when there is more than one Obligor, or when this guaranty is executed by more than one Guarantor, the word "Obligor" and the word "Guarantor" respectively shall mean all and any one or more of them.

13. **Effect on Heirs and Assigns.** This guaranty and the liability and obligations of Guarantors under this agreement are binding on Guarantors and their respective heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transferees, and assigns.

14. **Notices.** Any notice given by any party under this guaranty shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Oblige or Guarantor at their respective addresses for notices indicated below. Guarantor and Oblige may change the place to which notices, requests, and other communications are to be sent to them by giving written notice of that change to the other.

15. **Governing Law and Modification.** This guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, performance, and enforcement, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Oblige and by Guarantors.

16. **Invalidity.** If any provision of this guaranty contravenes or is held invalid under the laws of any jurisdiction, this guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this agreement shall be construed and enforced accordingly.

17. **Headings.** Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

18. **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Guaranty on November ____, 2012.

GUARANTOR(s)

By: Kabu Singh

OBLIGOR:

By: Robert Thayer, President

Address for Notices to Guarantor(s):

16 Mast Ct.
Woodland, CA 95776

ATTN: Kabu Singh

Address for Notices to Obligor:

Sa-Ro Leasing, Inc.
4600 Kietzke, Lane Bldg. G #173
Reno, NV 89502
ATTN: Robert Thayer III

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
Kabul Singh, Jassi Gas & Mart, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
Jaswant Singh

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

**Superior Court Of California,
Sacramento**

04/17/2013

awoodward

By *[Signature]*, Deputy

**Case Number:
34-2013-00142067**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **[AVISO! La han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.]**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una corte o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desahcer el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Schaber Sacramento County Courthouse
720 9th Street, Sacramento, CA 95814**

CASE NUMBER:
(Número del caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Aldon L. Bolanos, Esq., 925 G Street, Sacramento, CA 95814, (916) 446-2800

DATE: **APR 17 2013** Clerk, by *[Signature]* Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
 2. as the person sued under the fictitious name of (specify):
 3. on behalf of (specify):
- under: CCP 416.10 (corporation) CCP 416.60 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
- other (specify):
4. by personal delivery on (date):

1 Law Offices of Aldon L. Bolanos
2 Aldon L. Bolanos, Esq., SBN. 233915
3 Nine Twenty-Five "G" Street
4 Sacramento, California 95814
5 PH. 916.446.2800
6 FX. 916.446.2828
7 WWW.ALDONLAW.COM

8 Attorneys for Plaintiff Jaswant SINGH

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State of California
County of Sacramento

Case No. 34-2013-00142067

Jaswant SINGH

Plaintiff,

v.

Kabul SINGH, Jassi Gas & Mart,

Inc.,

Defendant.

**Declaration of Jaswant Singh in
Support of Application for Writ
of Possession**

Date: May 22, 2013
Time: 2 p.m.
Dept: 53

I, Jaswant Singh, hereby declare as follows:

1. I am the plaintiff in this action and make this declaration on my own personal knowledge. If called I could and would testify to everything herein.
2. I took a security agreement on an installment note from defendant Jassi Gas & Mart, Inc., and its principal Kabul Singh. This transaction as part of my selling him my gas station located at 860 Arden Way, Sacramento, California, 95815, also commonly known as the Arden Shell. I received the agreement on November 20, 2012.

1 3. I have never received any payments under this note.
2 Instead, my repeated telephone calls and requests for
3 meetings with Kabul Singh have all been ignored. On those
4 few occasions when I was able to get ahold of him due to
5 using a different cell phone telephone number, he would
6 explain to me that this was how he did business - he
7 basically refused to pay any obligation and then tried to
8 renegotiate the terms.

9 4. I can establish the validity of my claim to the
10 possession of the property based on the written contracts
11 executed between the parties. A true copy of the
12 promissory note is Exhibit 1. A true copy of the security
13 agreement is Exhibit 2. True copies of the other debts he
14 owes on the business are Exhibit 3.

15 5. I know that the Defendants have no interest in
16 property. This is because the total value of the secured
17 interest pales in comparison to the substantial debt with
18 which the business is shouldering. Specifically,
19 Defendants have two enormous loans for the gas station
20 equipment (i.e. pumps) to Allegiant Partners, Inc., in the
21 amount of \$136,138.70 and to Sa-ro Leasing for \$68,554.33.
22 Defendants are in default on these loans as well. Thus, no
23 undertaking should be required because Defendants have no
24 equity in property.

25 6. In the absence of judicial invention, I will
26 experience irreparable harm. The Security is subject to
27 removal and spoliation at the hands of Defendants. The
28 Security includes an extensive inventory of consumer items,

1 valuable fuel stored in underground tanks, and fixtures
2 contained within the store. I fear that the Defendants
3 will act to convey, encumber and/or dispose of the personal
4 property subject to the security agreement. Time is
5 therefore of the essence, necessitating immediate judicial
6 intervention.

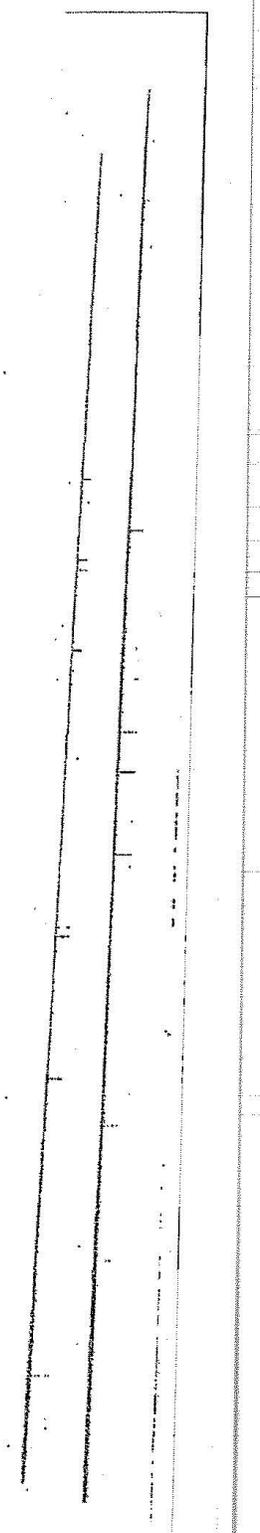
7
8 I declare on penalty of perjury under the laws of the
9 State of California that the foregoing is true and correct,
10 so help me God.

11
12 Date: May 2, 2013

13 *Jaswant Singh*
14 Jaswant Singh

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Exhibit 1
Promissory Note



INSTALLMENT NOTE
INSTALLMENT (INTEREST INCLUDED)

Escrow No.: 12-5012658-SR
Locate No.: CAIND0000-0934-0010-

\$ 25,677.00 Sacramento, California November 20, 2012

In installments as herein stated, for value received, I promise to pay to

Jaswant Singh or order,

at any address designated by Payee, the sum of Twenty Six Thousand Six Hundred Seventy SEVEN and no/100ths, given without interest, and payable in monthly installments of Two Thousand Nine Hundred Sixty Four and 12/100ths

DOLLARS, (\$2,964.12),

OR MORE on the same day of each and every Month, beginning on December 29, 2012, and continuing until said principal has been paid.

Each payment shall be credited on principal. Should default be made in payment of any installment when due the whole sum of principal shall become due at the option of the holder of this Note. Principal payable in lawful money of the United States. If action be instituted on this Note I promise to pay such sum as the Court may fix as attorney's fees. This Note is secured by a Security Agreement and a UCC-1 Financing Statement filed with the California Secretary of State and recorded with the Sacramento County Recorder's Office.

Jassi Gas & Mart, Inc.

By: [Signature]
Kabul Singh, President/Secretary

Exhibit 2

Security Agreement

Escrow No.: 12-5012668-SR
Locate No.: CAIND0000-0934-0010-

SECURITY AGREEMENT
(PERSONAL PROPERTY)

THIS SECURITY AGREEMENT is made this November 20, 2012, by and between Jassi Gas & Mart, Inc., a California corporation of 860 Arden Way, Sacramento, CA 95815, (hereinafter "Debtor") and Jaswant Singh of 739 Arden Way, Sacramento, CA 95815, (hereinafter "Secured Party").

Debtor hereby grants to Secured Party a security interest in all that certain personal property (hereinafter to be referred to as "Security"), now owned or hereafter acquired (except consumer goods acquired more than ten (10) days after the Secured Party gives value, unless those goods are installed in or affixed to such property), and the proceeds and products thereof, described and situated as follows: all of the furniture, fixtures, equipment, inventory, building, and all other tangible assets used in the operation of that certain business known as Arden Shell, located at 860 Arden Way, Sacramento, CA 95815 as security for the payment to Secured Party of Twenty Six Thousand Six Hundred Seventy Seven and no/100ths Dollars (\$26,677.00), according to the terms and conditions of a certain Promissory Note, of even date herewith, given and made by Debtor in favor of Secured Party.

This Security Agreement also secures: (a) any and all extensions or renewals of said Promissory Note; (b) the repayment of all sums, including but not limited to legal expenses, that may be advanced or incurred by Secured Party for the maintenance, protection or preservation of Security, or any part thereof; (c) any and all other sums that may hereafter be advanced by Secured Party to or for the benefit of Debtor; (d) any and all other expenditures that may hereafter be made by Secured Party pursuant to the provisions hereof; and (e) any and all other debts and obligations of Debtor to Secured Party that may hereafter be incurred.

Debtor shall execute such Financing Statements and other documents and do such other acts and things as Secured Party may from time to time require to establish and maintain a valid, perfected security interest in the Security; and Debtor shall permit Secured Party and Secured Party's representative to inspect the Security and/or the records pertaining thereto from time to time at any reasonable time.

Debtor shall keep the Security in good condition and repair, and shall not use it for any unlawful purpose; and shall not remove, nor permit to be removed, any part of the Security from the above premises without the prior written consent of Secured Party, which shall not be unreasonably withheld; and shall provide, maintain and deliver to Secured Party physical damage and loss insurance policies covering the Security in amounts and with insurance companies satisfactory to Secured Party, naming Secured Party as loss payee, as Secured Party's interest may appear.

Debtor hereby declares and warrants to Secured Party that Debtor is the absolute and sole owner, and is in possession of all of the Security, and that the same is free and clear of all liens, encumbrances, adverse claims, and any other security interest. Debtor shall not sell or offer to sell or otherwise transfer the Security or any interest therein without the prior written consent of Secured Party; nor shall Debtor sell, assign or create or permit to exist any lien on or security interest in the Security in favor of anyone other than Secured Party, unless Secured Party consents thereto in writing. Debtor shall, upon Secured Party's request, remove any unauthorized lien or security interest on the Security, and defend any claims affecting the Security; and Debtor shall pay all charges against the Security, including but not limited to taxes, assessments, encumbrances and insurance, and upon Debtor's failure to do so, Secured Party may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtor secured hereunder.

If Debtor fails to make payment of any part of the principal or interest as provided in said Promissory Note at the time and in the manner therein specified or if any breach be made of any obligation, promise or warranty of Debtor herein contained, then the whole principal sum unpaid on said Promissory Note, with accrued interest thereon, shall immediately become due and payable, without notice, at the option of Secured Party, and Secured Party, at its option, may: (a) sell, lease or otherwise dispose of the Security at public or private sale; unless the Security is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, Secured Party will give debtor at least ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition may be made; (b) retain the Security in satisfaction of the obligations secured

Security Agreement (Personal Property)

(b)(ksecag)(9-03)

hereby, with notice of such retention sent to Debtor as required by law; (c) notify any parties obligated on any of the Security consisting of accounts, instruments, chattel paper, chooses in acting or the like to make payment to Secured Party and enforce collection of any of the Security herein; (d) require Debtor to assemble and deliver any of the Security to Secured Party at a reasonably convenient place designated by Secured Party; (e) apply all sums received or collected from or on accounts of the Security, including the proceeds of any sales thereof, to the payment of the costs and expenses incurred in preserving and enforcing the rights of Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party, including but not limited to reasonable attorney's fees, and the indebtedness secured hereby in such order and manner as Secured Party in its sole discretion entitled thereto, including any second secured party who has made a proper demand upon Secured Party and has furnished proof to Secured Party as requested in the manner provided by law; in like manner, Debtor agrees to pay to Secured Party without demand any deficiency after any Security has been disposed of and proceeds applied as aforesaid.

Secured Party has all the rights and remedies of a Secured Party under the Uniform Commercial Code in any jurisdiction where enforcement is sought. Debtor agrees to pay all costs incurred by Secured Party in enforcing its rights under this Security Agreement, including but not limited to reasonable attorney's fees. All rights, powers and remedies of Secured Party hereunder shall be cumulative and not alternative. No delay on the part of Secured Party in the exercise of any other right or remedy or further exercise of the same remedy.

It is further agreed, subject to applicable law, that upon any sale of the Security according to law, or under the power herein given, that Secured Party may bid at said sale, or purchase the Security, or any part thereof at said sale.

Debtor warrants that if Debtor is a business entity, the execution, delivery and performance of the aforesaid Promissory Note and this Security Agreement are within its powers and have been duly authorized.

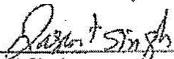
If more than one Debtor executes this Security Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the plural when the context and constructions so require. Any married person who signs this Security Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Secured Party.

This Security Agreement shall inure to the benefit of and bind Secured Party, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Secured Party of any part of the obligations secured hereby, Secured Party shall be fully discharged from all liability with respect to the Security transferred therewith.

Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Security Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement.

IN WITNESS WHEREOF, Secured Party and Debtor have executed this instrument.

SECURED PARTY



Jaswant Singh

DEBTOR(S):

Jassi Gas & Mart, Inc., a California corporation

By: 

Kabul Singh, President/Secretary

Security Agreement (Personal Property)

(11#sec2)(8-03)

Exhibit 3
Other Debts

The table structure consists of several vertical lines forming columns. The first column is the widest, followed by a narrower column, and then a very narrow column. There are approximately 20 rows in the table, but they are mostly empty, with only a few small marks or characters visible in some cells.



Sa-Ro Leasing Inc.
 Commercial Leasing & Consulting
 (Est. 1983)
 4600 Kletzke Ln. Bldg. G, Suite 173
 Reno, Nevada 89502
 Tel: 775-823-9939 Fax: 775-823-9940

Page 1 of 1

Lease No. 4-2011

Date: 11-14-12

PERSONAL PROPERTY LEASE SCHEDULE "B"

LEASE RENTAL AGREEMENT

17. Special Conditions

1. Addendum to Lease Agreement #4-2011. Kabul Singh is in escrow to purchase Arden Shell from Buta & Jaswant Singh. Kabul Singh will assume the equipment lease payments \$2,256.00 for Arden Shell. Kabul Singh will also sign a Personal Guaranty Statement which he will guaranty the lease agreement. Buta & Jaswant Singh will still stay signed on the lease & Personal Guaranty the lease.
2. New Lease Agreement Terms: 39 Lease Payments left = \$87,984.00. 10% Buy Out was paid up front by Buta & Jaswant Singh \$8,102.85 the tax on the Buy Out will be paid at the end of the lease term.
3. New Lessee "Kabul Singh" is responsible for Personal Property Taxes, which will be billed to Lessee by SA-RO Leasing, Inc., with a copy of the tax billing.
4. SA-RO Leasing, Inc. will not acknowledge any kind of guarantee on equipment. Any Guarantee is through the original Vendor.
5. SA-Ro wants Kabul Singh to be set up on ACH for the monthly payment.
6. First payment is due December 1st 2012. Buta & Jaswant Singh will make the November Payment by ACH.
7. All other lease terms remain the same as the Original Lease Agreement..

....Nothing Else Follows....

THIS LEASE RENTAL AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE "LEASE NUMBER" HEREIN RECORDED ABOVE. LESSEE HEREBY ACKNOWLEDGES HE HAS READ THIS LEASE AND IS AWARE OF ALL THE TERMS HEREOF AND THAT IT IS NON-CANCELABLE FOR THE ORIGINAL RENTAL TERM.

This lease will not be binding upon Lessor or become effective until and unless Lessor accepts this same in writing in the United States. Lessor, The undersigned Lessee attest that they have read all documents which are part of this Lease, are fully aware of all the terms and conditions contained therein, and guarantee that all required "entity" copies has been taken and that all documentation has been authorized to be executed by the following signatories

APPROVED AND AGREED TO this: _____ day of November, 2012, as Schedule to that certain lease dated by the day of November, 2012, by and between the parties here, and hereby made a part thereof.

LESSOR		LESSEE	
Name: Sa-Ro Leasing Inc.	Date:	Name of Lessee: Arden Shell Addendum	Date: 11/14/12
Signed By: _____		Signed By:	
		Signed By: _____	
		Signed By: _____	
Title: PRESIDENT ROBERT W. THAYER		Title: New Owner/ Guarantor: Kabul Singh. Guarantors: Buta & Jaswant Singh	

READ CAREFULLY AND PLEASE SIGN EACH PAGE



Fidelity National Title Company

8950 Old Center Drive, Bldg. 3, Suite 100, Sacramento, CA 95826
916 364-4070 • FAX 916 364-4093

DATE: November 28, 2012
ESCROW NO.: 12-5012668-SR
LOCATE NO.: CAIND0000-0934-0010-
ESCROW OFFICER: Sara Rewinkle

TIME: 3:32 PM

CLOSING DATE:

SELLER ESTIMATED CLOSING STATEMENT

SELLER: Jaswant Singh
BUYER: Jassi Gas & Mart, Inc.
PROPERTY: 860 Arden Way, Sacramento, CA 95815

	\$ DEBITS	\$ CREDITS
FINANCIAL:		
Total Consideration		425,000.00
New 3rd Trust Deed to Jaswant Singh	50,000.00	
Existing 1st Trust Deed to Allegiant Partners Incorporated	136,138.70	
Existing 2nd Trust Deed to Saro Leasing	68,554.33	
PRORATIONS/ADJUSTMENTS:		
Prepaid 2012/13 Personal Prop. Taxes at \$2,305.80 Annual from 11/21/2012 to 7/1/2013		1,409.10
November rent at \$2,750.00 Monthly from 11/21/2012 to 12/1/2012		916.67
1/2 of payment to Sa-Ro Leasing	475.00	
1/2 of payment to Vern Sasaki	500.00	
1/2 of payment to Steve Lemmoni	500.00	
1/2 of payment to Allegiant Partners Leasing	500.00	
ESCROW CHARGES:		
Notary Fees	20.00	
Escrow Fee 1/2	1,025.00	
Additional Work Charge Notice Pub/Recording Processing	139.50	
Additional Work Charge State & County Lien Search processing	184.00	
Doc Prep Fees to Fidelity National Title	75.00	
Overnight Delivery Fee	11.90	
Additional Work Charge Creditor Claim processing	75.00	
ASSUMPTION CHARGES - Allegiant Partners Incorporated		
Total Assumptions \$950.00		
Assignment Fee 1/2 to Allegiant Partners Incorporated	475.00	
ASSUMPTION CHARGES - Saro Leasing		
Total Assumptions \$1,368.78		
Forwarding Fee to Saro Leasing	250.00	
Delinquent Personal Property Taxes to Saro Leasing	868.78	

Initials 

(dsst) (08-08)

Date: November 28, 2012
Escrow No.: 12-5012668-SR
Locate No.: CAIND0000-0934-0010-

Page 2 of 2

COMMISSIONS:

Listing Brokers Commission to National Business Brokerage 10.00% Credit to Seller	37,500.00	2,000.00
--------------------------------------------------------------------------------------	-----------	----------

MISCELLANEOUS:

SBE / Seller for Hold Pending Sales Tax release	25,000.00	
Rasmusson Public Affairs, Inc. for Creditor Claim + 25% held if denied	2,358.75	
Town & Country Contractors, Inc. for Creditor Claim = 25% of the first \$7500	39,292.95	
Tooley Oil Company for Recapture Agreement	7,500.00	
Sacramento County Tax Collector for 2011/12 Personal Prop Taxes good thru 10/31/12 277-0134-021-0000-1100	2,589.86	

ESTIMATED NET PROCEEDS DUE SELLER	\$55,292.00	
ESTIMATED TOTALS	\$429,325.77	\$429,325.77

The Undersigned hereby instruct and authorize Escrow Holder to disburse proceeds/refund as follows:

TRANSFER All Net Proceeds/Refund, or \$ _____
TO: _____
ATTN: _____
ESCROW NUMBER: _____
 HOLD check for PICK UP
 CALL when check is ready for PICK UP, PHONE NUMBER: _____
 WIRE funds to (Bank Name): _____
Bank Address: _____
Account Holder Name: _____
Routing Number: _____
Account Number: _____

For further credit to: _____
Account Number: _____

MAIL FEDERAL EXPRESS check to: _____

Date: _____

Jaswant Singh

:sstmtpen)

Initials JS

FILED CD-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Aldon L. Bolanos, Esq. (SBN# 233915) 925 G Street Sacramento, CA 95814 TELEPHONE NO.: 916.446.2800 FAX NO. (Optional): 916.446.2828 E-MAIL ADDRESS (Optional): aldon@aldonlaw.com ATTORNEY FOR (Name): Plaintiff Jaswant Singh		FOR COURT USE ONLY ENDORSED 13 MAY -3 PM 2:35 LEGAL PROCESS #6
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Schaber Sacramento County Courthouse		
PLAINTIFF: Jaswant Singh DEFENDANT: Kabul Singh, Jassi Gas & Mart, Inc.		
NOTICE OF APPLICATION FOR WRIT OF POSSESSION AND HEARING		CASE NUMBER: 34-2013-00142067

TO DEFENDANT* (name): Kabul Singh, Jassi Gas & Mart, Inc.

1. A hearing on the plaintiff's application for a writ of possession for levy on personal property described in the application, including attachments, claimed to be wrongfully detained by you, will held be in this court, as follows:

a. Date: May 22, 2013	Time: 2:00 p.m.	<input checked="" type="checkbox"/> Dept.: 53	<input type="checkbox"/> Rm.:
-----------------------	-----------------	-----------------------------------------------	-------------------------------

- a. Address of court: same as noted above is (specify):
800 9th Street, Sacramento, CA 95814
2. The writ of possession will be issued if the court finds that the plaintiff's claim is probably valid and the other requirements for issuing the writ are established. This hearing is not for the purpose of determining whether the claim is actually valid. The determination of the actual validity of the claim will be made in later proceedings in the action and will not be affected by the decision at the hearing on the application for the writ.
 3. If you wish to oppose the issuance of the writ, you must file with this court and serve on the plaintiff's attorney, or on the plaintiff if the plaintiff has no attorney, one or more declarations providing evidence sufficient to defeat the plaintiff's right to issuance of the writ.
 4. If you fail to oppose the issuance of the writ, the court at the hearing may do the following:
 - a. Order that a writ of possession be issued.
 - b. Order that you or anyone in possession transfer possession of the claimed property to the plaintiff (Code Civ. Proc., § 512.070).
 - c. Grant injunctive or other relief.
 5. If a writ of possession is issued, you may stay the delivery of the property or regain possession of property taken under the writ by filing an undertaking with the court in accordance with Code of Civil Procedure section 515.020.
 6. **IF YOU BELIEVE THE PLAINTIFF MAY NOT BE ENTITLED TO POSSESSION OF THE PROPERTY CLAIMED, YOU MAY WISH TO SEEK THE ADVICE OF AN ATTORNEY. SUCH ATTORNEY SHOULD BE CONSULTED PROMPTLY SO THAT HE OR SHE MAY ASSIST YOU BEFORE THE TIME SET FOR THE HEARING.**

Dated: May 2, 2013

Aldon L. Bolanos, Esq.
(TYPE OR PRINT NAME)

▶ 
 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

* "Plaintiff" includes cross-complainant, and "defendant" includes cross-defendant.

FILED
ENDORSED

1 Law Offices of Aldon L. Bolanos
2 Aldon L. Bolanos, Esq., SBN. 233915 13 MAY -3 PM 2:35
3 Nine Twenty-Five "G" Street
4 Sacramento, California 95814 LEGAL PROCESS #6
5 Ph. 916.446.2800
6 Fx. 916.446.2828
7 WWW.ALDONLAW.COM

8 Attorneys for Plaintiff Jaswant SINGH

9
10 State of California
11 County of Sacramento

12 Jaswant SINGH

13 Plaintiff,

14 v.

15 Kabul SINGH, Jassi Gas & Mart,

16 Inc.,

17 Defendant.

Case No. 34-2013-00142067

Proof of Service

Date: May 22, 2013

Dept: 53

Time: 2 p.m.

18
19 On May, 3, 2013, Walter Dauterman who is employed in
20 the County of Sacramento, over 18 years of age, and not a
21 party to this action served the following document(s):

22 Application for Writ of Possession After Hearing

23
24 Notice of Application For Writ of Possession and
25 Hearing

26
27 Verified Complaint and Summons
28

1 Declaration of Jaswant Singh in Support of Application
2 for Writ of Possession

3
4 on the interested party(ies) in this action by placing true
5 copies thereof enclosed in sealed envelopes and/or packages
6 addressed as follows:

7 Lewis R. Warren, Esq.
8 c/o Abbey, Weitzenberg, Warren & Emery
9 100 Stony Point Road, Suite 200
10 P.O. 1566
11 Santa Rosa, CA 95402-1566
12 Email Address: lwarren@abbeylaw.com

13 **By Mail:** I served such envelope or package by placing the
14 envelope or package for collection and mailing following
15 our ordinary business practices. I am readily familiar
16 with this business's practice for collection and processing
17 correspondence for mailing. On the same day that
18 correspondence is placed for collection and mailing, it is
19 deposited in the ordinary course of business with the
20 United States Postal Service in a sealed envelope or
21 package with postage full prepaid.

22
23 **By Email:** Based on a court order, I caused the documents to
24 be sent to the person at the electronic notification
25 address listed above. The electronic notification address
26 from which I served the documents is walt@aldonlaw.com.

27
28

1 I declare on penalty of perjury under the laws of the
2 State of California that the foregoing is true and correct,
3 so help me God.

4
5 Dated: May 3, 2013

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8 By: Walter C. Dauterman, Esq.

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Aldon L. Bolanos, Esq. (SBN# 233915) 925 G Street Sacramento, CA 95814 TELEPHONE NO.: 916.446.2800 FAX NO. (Optional): 916.446.2828 E-MAIL ADDRESS (Optional): aldon@aldonlaw.com ATTORNEY FOR (Name): Plaintiff Jaswant Singh	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Schaber Sacramento County Courthouse	
PLAINTIFF: Jaswant Singh DEFENDANT: Kabul Singh, Jassi Gas & Mart, Inc.	
ORDER FOR WRIT OF POSSESSION <input checked="" type="checkbox"/> AFTER HEARING <input type="checkbox"/> EX PARTE	CASE NUMBER: 34-2013-00142067

AFTER HEARING

1. The application of the plaintiff* for a writ of possession was heard as follows (check boxes in 1c and 1d to indicate personal presence at the hearing):
- a. Judicial Officer (name): Judge David I. Brown
 - b. Hearing date: May 22, 2013 Time: 2:00 p.m. Dept.: 53 Rm.:
 - c. Plaintiff (name): Jaswant Singh Attorney (name): Aldon L. Bolanos, Esq.
 - d. Defendant (name): Kabul Singh, Jassi Gas & Mart, Inc. Attorney (name): Lewis R. Warren, Esq.



EX PARTE

2. The application of the plaintiff for an ex parte writ of possession has been considered by the court.
3. The court finds:
- a. Defendant has been properly served as required by Code of Civil Procedure section 512.030. (Do not check this item if the application is ex parte.)
 - b. Plaintiff has has not filed an undertaking as required by Code of Civil Procedure section 515.010.
 - c. Plaintiff has established the probable validity of the plaintiff's claim to possession of the following property (specify):
 All of the furniture, fixtures, equipment, inventory, building, and all other tangible assets used in the operation of that certain business known as Arden Shell, located at 860 Arden Way, Sacramento, California, 95815
 - d. Continued on Attachment 3c.
 - d. There is probable cause to believe this property or some part of it is located at one or more of the following private places (specify):
 860 Arden Way, Sacramento, California 95815
 - Continued on Attachment 3d.

**"Plaintiff" includes cross-complainant, and "defendant" includes cross-defendant.

PLAINTIFF: Jaswant Singh DEFENDANT: Kabul Singh, Jassi Gas & Mart, Inc.	CASE NUMBER: 34-2013-00142067
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ADDITIONAL FINDINGS FOR EX PARTE ISSUANCE OF WRIT OF POSSESSION

4. The court also finds:
- a. Defendant gained possession of the property described in item 3c, which was not entrusted to the defendant, by feloniously taking such property from the plaintiff by means other than by false or fraudulent representation, pretense, or embezzlement.
 - b. The property is a credit card.
 - c. Defendant acquired possession of this property in the ordinary course of the defendant's trade or business for commercial purposes, and (1) the property is not necessary for the support of the defendant or the defendant's family; (2) there is an immediate danger that the property will become unavailable to levy by reason of being transferred, concealed or removed from the state, or will become substantially impaired in value by acts of destruction, or by failure to take care of the property in a reasonable manner; and (3) the ex parte issuance of a writ of possession is necessary to protect the property.
 - d. Total number of boxes checked in item 4: 1

ORDERS

5. **IT IS ORDERED**
- a. The clerk of this court is directed to issue a writ of possession as provided in Code of Civil Procedure section 512.020, directing the sheriff or marshal within whose jurisdiction the property described in item 3c, or some part of it, is located, to seize such property and retain custody of it as provided in Code of Civil Procedure sections 514.010-514.050.
 - b. The clerk is directed to issue the writ of possession immediately.
 - c. The clerk is directed to issue the writ of possession upon the plaintiff's filing of a written undertaking, as required by Code of Civil Procedure section 515.010, in the amount of: \$
 - d. The written undertaking required by the defendant for redelivery or to stay delivery is in the amount of: \$
 - e. The clerk of this court is directed to attach a copy of this order and a copy of the plaintiff's undertaking to the writ of possession.
 - f. The sheriff or marshal may enter the following private place(s) to take possession of the property or some part of it:
860 Arden Way, Sacramento, California 95815.

- Continued on Attachment 5f.
- g. Defendant (name): Kabul Singh, Jassi Gas & Mart, Inc.
is ordered to transfer possession of the property described in item 3c to the plaintiff. (Code Civ. Proc., § 512.070.)

NOTICE TO DEFENDANT: Failure to comply with an order of the court to turn over possession of such property to the plaintiff may subject you to being held in contempt of court.

6. Number of pages attached: 0

Dated:

(JUDICIAL OFFICER)
 Signature follows last attachment.

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Aldon L. Bolanos, Esq. (SBN# 233915) 925 G Street Sacramento, California 95814</p> <p>TELEPHONE NO.: 916.446.2800 FAX NO. (Optional): 916.446.2828 E-MAIL ADDRESS (Optional): aldon@aldonlaw.com ATTORNEY FOR (Name): Plaintiff Jaswant Singh</p>	<p>FOR COURT USE ONLY</p> <p>13 MAY -3 2:33 PM '06 LEGAL PROCESS #6 FILED 34-2013-00142067</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento STREET ADDRESS: 720 9th Street MAILING ADDRESS: CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Schaber Sacramento County Courthouse</p>	
<p>PLAINTIFF: Jaswant Singh DEFENDANT: Kabul Singh, Jassi Gas & Mart, Inc.</p>	
<p>APPLICATION FOR WRIT OF POSSESSION <input checked="" type="checkbox"/> AFTER HEARING <input type="checkbox"/> EX PARTE <input type="checkbox"/> AND FOR TEMPORARY RESTRAINING ORDER</p>	

- Plaintiff* has filed a complaint and makes claim for delivery of property in the possession of the defendant named in
 - Plaintiff (name): Jaswant Singh
 - Defendant (name): Kabul Singh, Jassi Gas & Mart, Inc.
- Plaintiff applies for (check all that apply):
 - Writ of possession after hearing (Code Civ. Proc. (C.C.P.), § 512.010).
 - Ex parte writ of possession (C.C.P., § 512.020). (File Declaration for Ex Parte Writ of Possession, form CD-180.)
 - Temporary restraining order (C.C.P., § 513.010). (File Application for Temporary Restraining Order, form CD-190.)
- The basis of the plaintiff's claim and right to possession of the claimed property is specified in a written document, a copy of which is attached. the verified complaint. the attached declaration. the following facts (specify):
 Defendants have failed to make monthly payments on the Promissory/Installment note. In the event of such a default, the Security Agreement provides Plaintiff with the right to retain the Security as described in the agreement. See also, the Verified Complaint and Declaration of Jaswant Singh attached to Application for Writ of Possession (Judicial Council Form CD-100).
- Claimed property (Describe, state value, and further identify any property that is a farm product (Code Civ.Proc., § 511.040) or inventory held for sale or lease (Code Civ. Proc., § 511.050)):
 All of the furniture, fixtures, equipment, inventory, building, and all other tangible assets used in the operation of that certain business known as Arden Shell, located at 860 Arden Way, Sacramento, California 95815. Estimated value of assets in excess of \$100,000.

Continued on Attachment 4.

* "Plaintiff" includes cross-complainant, "defendant" includes cross-defendant, and "complaint" includes cross-complaint.