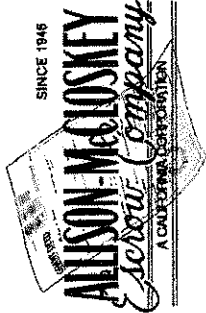


SUPPLEMENTAL ESCROW INSTRUCTIONS TO:



4820 El Cajon Boulevard
San Diego, CA 92115-4695
(619) 583-5110 • Fax (619) 583-7190
www.AllisonMcCloskeyEscrow.com

Escrow No.: 132074C -SK Date: 09/27/2011
Escrow Officer: Susan Kirk

ALLISON-McCloskey Escrow Company IS LICENSED BY THE DEPARTMENT OF CORPORATIONS OF THE STATE OF CALIFORNIA, LICENSE NO. 963-0010.

ESCROW SUMMARY	
Original Deposit	\$40,000.00
Cash to Follow through Escrow	\$1,410,000.00
TOTAL CONSIDERATION	\$1,450,000.00

CHECKS DEPOSITED IN ESCROW ARE NOT CONSIDERED "GOOD FUNDS" UNTIL ACTUALLY PAID BY THE BANK UPON WHICH THEY ARE DRAWN.

Escrow Holder is instructed to complete this escrow pursuant to instructions in that certain Commercial Property Purchase Agreement and Joint Escrow Instructions dated September 26, 2011 between the parties herein. A copy of the original "Agreement" has been handed to escrow holder for use with the following additions and/or clarifications. Escrow Holder shall only be concerned with those items of the "Agreement" which are to be complied with through the escrow (Paragraphs 1, 3, 4, 6, 7C, 15B and D, 16, 17F, 22, 27, 31A, 32, 37 and 40 and paragraph D of the section Titled Real Estate Brokers on page 10), the remainder being between the parties with which escrow holder shall not be concerned nor liable. Prior agreement notwithstanding, in the event of a conflict between said "Agreement" and Allison-McCloskey Escrow Company's Supplemental Escrow Instructions and General Provision, the "Agreement" shall prevail as between the parties, however, Allison-McCloskey Escrow Company's Supplemental Escrow Instructions and General Provisions shall prevail as between the parties and Escrow Holder.

TITLE/VESTING

Buyer will cause you to be handed any funds and/or instruments required from Buyer to enable you to comply with these instructions, which you are to use on or before **OCTOBER 21, 2011** when you are in a position to have an Owners Standard Coverage Form policy of Title Insurance from **CHICAGO TITLE INSURANCE** with their standard exceptions and provisions. This policy is to have liability in the amount of **\$1,450,000.00**. The policy is to be issued on real property in the County of San Diego, State of CA, as follows:

A CONDOMINIUM CONSISTING OF: A separate interest in: Unit C1, C2, C3 and C4 shown on that certain "Bird Rock Village Composite Condominium Plan" recorded March 27, 2003 as File No. 2003-0343471 of Official Records, as more particularly described in the attached Exhibit "A" made a part hereof, consisting of two (2) pages.

Memo: Property Address:
5604 La Jolla Blvd.
La Jolla, CA 92037

The title policy is to show the title to the property to be vested in:
BRIAND INVESTMENTS, LLC
A Louisiana Limited Liability Company

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

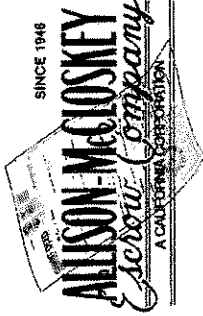
Buyer's Signature
BRIAND INVESTMENTS, LLC,
a Louisiana Limited Liability Company

By: BEN 
KIM 

Seller's Signature

YOUSIF 
HAYAT 

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ENCUMBRANCES/EXCEPTIONS

The policy is to be free of encumbrances except as follows:

BUYER AND SELLER APPROVE THE FOLLOWING EXCEPTION TO SHOW IN THE POLICY OF TITLE INSURANCE: "The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California. Any unpaid and/or delinquent bond or assessment amounts due which may have been removed from the rolls of the County Tax Assessor and which may have been removed from tax bills and tax default redemption amounts".

Notwithstanding the General Instructions and Paragraph 22 of that certain Commercial Property Purchase Agreement and Joint Escrow Instructions, **THE SUPPLEMENTAL TAXES ARE NOT TO BE PRORATED.** Buyer and Seller instruct escrow holder that any and all supplemental taxes assessed prior to the close of escrow, shall, regardless of the date assessed be paid by the Seller and **WILL NOT BE PRORATED UNLESS YOU ARE OTHERWISE NOTIFIED IN WRITING TO DO SO BY BUYER AND SELLER.** In the event escrow holder receives notice of supplemental tax bills immediately prior to or on the date escrow closes, escrow holder is to pay bills as instructed above and is hereby relieved of any responsibility or liability in this connection. Sellers are advised to submit any and all supplemental tax bills received by them as soon as possible but no later than 5 business days prior to the close of escrow. **IN THE EVENT ANY PRIOR SUPPLEMENTAL BILLS HAVE BEEN ISSUED THAT DO NOT SHOW IN THE PRELIMINARY TITLE REPORT, BUYER AND SELLER HEREIN UNDERSTAND AND AGREE TO HANDLE ANY ADJUSTMENTS OUTSIDE OF ESCROW.**

INSTRUCTIONS

BUYER AND SELLER ARE AWARE THAT THE PURPOSE OF THESE INSTRUCTIONS IS NOT TO SUPERSEDE THE ORIGINAL COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS, BUT TO CLARIFY CERTAIN TERMS AND SPECIFIC TIME FRAMES CONTAINED THEREIN.

SELLER'S RESERVATION FOR A 1031 EXCHANGE

Buyer hereby acknowledges that it is the intent of the Seller to effect a 1031 Tax Deferred Exchange. The Seller's rights and obligations under this agreement may be or will be assigned to a Qualified Intermediary / Accommodator for the purpose of completing a 1031 Exchange. Buyer agrees to cooperate, at no additional cost or liability, with Seller and the Qualified Intermediary / Accommodator in a manner necessary to complete the exchange.

CONTINGENCY REMOVAL

Buyer to hand escrow holder written instructions releasing contingencies set out in paragraph 17 of the Commercial Property Purchase Agreement and Joint Escrow Instructions (referred to on page 1 of this Supplemental Instruction) and it is understood and agreed between the parties herein that in the event said contingencies referred to are not met or satisfied in full, Buyer and Seller shall notify Escrow Holder in writing as to the disposition of this escrow.

INSURANCE

Buyer will furnish new insurance satisfactory to lender and pay premium for same through escrow or deposit paid premium receipt. AND Escrow Holder is instructed to cause a Certificate of Insurance, under the Master Policy for the Homeowners' Association, to be issued to Buyer at the close of escrow.

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

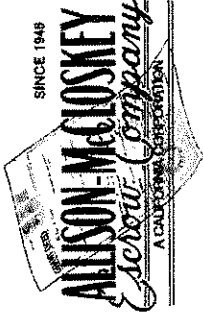
Buyer's Signature
BRIAND INVESTMENTS, LLC,
a Louisiana Limited Liability Company

By: BEN [Signature]
By: KIM [Signature]

Seller's Signature

YOUSIF [Signature]
HAYAT [Signature]

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HOMEOWNERS ASSOCIATION

Procure statement from Homeowner's Association showing the status of maintenance fees and you are instructed to prorate said maintenance fee to the close of escrow on the basis of said statement. Also, procure from Homeowner's Association the amount of any delinquent assessments, delinquent maintenance fees and information relating to penalties, attorney's fees, any pending litigation and other charges therein as provided by the declaration of restrictions, of the management documents, which are to be paid from funds due Seller herein at the close of escrow. Procure from Seller or Homeowner's Association a copy of the Declaration of Restrictions, Bylaws and Articles of Incorporation of the owner's association, and/or other instruments, rules and documents controlling or affecting rights and privileges of the Homeowner, together with a copy of the most current financial statement as defined in Section 1365 of the Civil Code.

Parties acknowledge that some of the Homeowner's Associations are now requiring that the above mentioned documents described in the above paragraphs regarding the Homeowner's Associations be obtained from condocerts.com. Seller is aware that there will be additional costs in obtaining said documents from condocerts.com and additional costs from Allison-McCloskey Escrow Company in down-loading said documents. Seller is also aware that there is a cancellation fee due condocerts.com should these documents be ordered by Allison-McCloskey Escrow Company and the within escrow not be consummated.

Allison-McCloskey Escrow Company DOES NOT WARRANT OR IMPLY THAT THE DOCUMENTS RECEIVED FROM THE HOMEOWNER'S ASSOCIATION AND/OR CONDOCERTS.COM CONSTITUTE ALL OF THE DOCUMENTS, NOR ALL OF THE INFORMATION PERTINENT TO THE ESTATE, NOR THAT COMPLIANCE WITH THE APPROPRIATE CIVIL CODES HAS BEEN ACHIEVED. Allison-McCloskey Escrow Company IS HEREBY HELD HARMLESS AND RELIEVED OF ALL LIABILITY AND RESPONSIBILITY AS TO THE SUFFICIENCY OF THE HOMEOWNER'S ASSOCIATION DOCUMENTATION HANDLED THROUGH THIS ESCROW. ESCROW HOLDER IS ONLY RESPONSIBLE FOR DELIVERING TO BUYER DOCUMENTS RECEIVED FROM THE HOMEOWNER'S ASSOCIATION AND/OR CONDOCERTS.COM OR SELLER, BUT UNDER NO CIRCUMSTANCES IS ESCROW HOLDER RESPONSIBLE FOR THE COMPLETENESS OF THE DOCUMENTATION RECEIVED.

PRORATES AND ADJUSTMENTS

Only the following prorations and/or adjustments will be made in this escrow, to be calculated by Escrow Holder as of the date of close of escrow:

1. Real property taxes based on latest available tax bills and Homeowner's association and/or club dues.
2. Rents and security deposits per rental statement provided by Seller or Seller's agent, if any.

RENT STATEMENT

Seller or broker will deposit into escrow a rental statement reflecting rents, deposits, security and/or cleaning fees which are to be prorated and adjusted as of close of escrow. Seller agrees to collect all rents which fall due prior to the close of escrow unless escrow holder is notified by Seller in writing to the contrary. Do not make any rental adjustments against Buyer on uncollected rentals. Also, charge Seller and credit Buyer with any deposits paid in advance shown on said rental statement.

ADVANCED FEE: In the event that, upon escrow holder ordering the demand(s) for payoff and/or beneficiary statement(s) on the seller's existing loan(s), said lender requires an advance fee, and/or homeowner association management requires an advance fee, then escrow holder is authorized and instructed to pay the advance fee from the Buyer's initial deposit, PRIOR to the close of escrow, and charge the Seller's account at the close of escrow. In the event of cancellation, SAID ADVANCED FEES ARE NON-REFUNDABLE. Buyer and Seller agree to pay any overnight mailing charges, if required and/or requested, to facilitate the closing of this escrow.

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

Buyer's Signature
BRIAND INVESTMENTS, LLC,
a Louisiana Limited Liability Company

Seller's Signature

By: BEN [Signature]

YOUSIF [Signature]

By: KIM [Signature]

HAYAT [Signature]

*** SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF ***
Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

SINCE 1946

ALLISON-MCLOSKEY

Escrow Company

A CALIFORNIA CORPORATION

Escrow No.: 132074C - SK Date: 09/27/2011
Escrow Officer: Susan Kirk

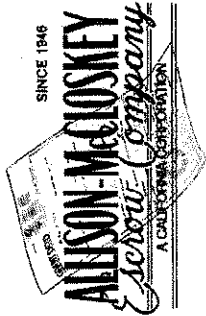
PAYMENT OF SELLER'S PROCEEDS

YOU'VE GOT TO BE THE FIRST TO SAY IT

OR AS DESIGNATED BY PARTY

Page 4 of 10

SUPPLEMENTAL ESCROW INSTRUCTIONS TO:



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Escrow Officer: Susan Kirk

3. The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
- A. The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).
 - B. The last use of the property being conveyed was used by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).
 - C. The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.
 - D. The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.
 - E. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

Exemptions

Withholding Exemptions:

Sellers are exempt from withholding if the:

- Property qualifies as their principal residence (IRC Section 121).
- Property was last used as their principal residence (IRC Section 121).
- Sale will result in a loss or zero gain for California tax purposes.
- Transaction will qualify as a like-kind exchange, with the exception of boot (IRC Section 1031).
- Transaction will qualify as an involuntary conversion (IRC Section 1033).
- Transaction will qualify for nonrecognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest).
- Seller is a corporation with a permanent place of business in California.
- Seller is a California partnership.
- Seller is an LLC classified as a California partnership for federal and California income tax purposes, which is not a single member LLC that is disregarded for federal and California income tax purposes.
- Seller is a tax-exempt entity.
- Seller is an insurance company, individual retirement account (IRA), qualified pension plan, or charitable remainder trust.

Sellers who meet one of the above exemptions must sign a written certification (Form 593-C) under penalty of perjury to be exempt from withholding.

Seller(s) to provide Escrow Holder with a completed and signed California Form 593-C (Real Estate Withholding Certificate) prior to close of escrow.

If Seller has not provided to Escrow Holder prior to closing a completed 593-C stating that Seller is exempt from California withholding, then Buyer and Seller direct Escrow Holder to withhold from Seller's proceeds an amount equal to 3 & 1/3% of the gross sales price at close of escrow and remit such funds to the Franchise Tax Board pursuant to California Law.

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

Buyer's Signature
BRIAND INVESTMENTS, LLC,
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By: BEN [Signature]

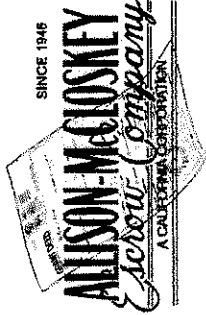
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THE ESCROW HOLDER CAN CHARGE UP TO A MAXIMUM OF \$45.00 FOR PROVIDING "ASSISTANCE" IN COMPLYING WITH THE WITHHOLDING REQUIREMENTS AND COST OF SAME IS TO BE PAID BY SELLER.

FOR ADDITIONAL INFORMATION CONCERNING THE WITHHOLDING PROVISIONS REFERENCED ABOVE, PLEASE CONTACT THE FRANCHISE TAX BOARD-WITHHOLDING SERVICES AND COMPLIANCE SECTION, P.O. Box 651, Sacramento, CA 95812-0651, Telephone: (916) 845-4900 (not toll-free), (888) 792-4900 (toll-free), Fax: (916) 845-0512 or visit their web-site at www.ftb.ca.gov.

Foreign Investment Real Property Act (FIRPTA)

BUYER'S RESPONSIBILITY TO WITHHOLD – Effective January 1, 1985, Internal Revenue Code 1445 requires all Buyers who purchase real property in the United States from foreign Sellers to withhold ten percent (10%) of the purchase price from the sale proceeds and to pay that amount to the Internal Revenue Service (IRS) within twenty (20) days of the date the escrow closes unless an exemption from withholding applies. IF THE BUYER FAILS TO WITHHOLD AND PAY TO THE IRS THE CORRECT AMOUNT OF TAX ON A NON-EXEMPT SALE, THE BUYER WILL BE LIABLE TO THE INTERNAL REVENUE SERVICE FOR THE AMOUNT OF THE TAX OWED.

WHO IS A FOREIGN SELLER? – In general, a foreign person is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate, but not a resident alien individual.

EXEMPTION CERTIFICATES:

BUYER – The Internal Revenue Service has adopted temporary regulations which provide that a Buyer will not be liable to the Internal Revenue Service for the tax owed if he obtains from the Seller in duplicate a certificate of affidavit under penalties of perjury stating the Seller's United States taxpayer identification number or social security number and that the Seller is not a foreign person, unless the Buyer has knowledge that the affidavit is false. These regulations also provide that the Buyer must retain this affidavit until the end of the fifth taxable year following the taxable year in which the sale takes place and to make the affidavit available to the IRS when requested.

FOREIGN SELLERS – Foreign Sellers should consult with an attorney familiar with FIRPTA before entering into any negotiations or contracts for the sale of their property. If you act promptly, you may be able to have the IRS: (1) determine your maximum tax liability; (2) reduce the amount which the Buyer must withhold; (3) issue a withholding certificate; (4) make an early refund of the amount withheld; (5) establish that no gain is recognized under pertinent provisions of the Internal Revenue Code.

NO WITHHOLDING REQUIRED IF:

1. The Buyer is purchasing the property for his use as a residence and the amount paid for the property is \$300,000.00 or less;
2. Either Buyer or Seller obtains a "withholding certificate" from the Internal Revenue Service that: (1) the Seller is exempt from paying taxes on the gain; (2) the Seller has agreed with the IRS to pay the tax owed; or (3) the IRS has agreed to reduce the amount of withholding required to the amount stated in the certificate;
3. Gain on the sale is not recognized under certain provisions of the Internal Revenue Code. BUYERS AND SELLERS ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY ON THE QUESTION OF WHETHER ANY GAIN IS RECOGNIZED UNDER THE PROVISIONS OF THE INTERNAL REVENUE CODE AND AS TO THE PROCEDURE THAT MUST BE FOLLOWED IF THE BUYER DOES NOT WITHHOLD BASED ON THE FACT THAT NO GAIN IS RECOGNIZED.

Neither Allison-McCloskey Escrow Company nor its agents are qualified to determine the rights and obligations of any particular individual under the Foreign Investment in Real Property Tax Act. If you have any questions regarding the applications of FIRPTA, your obligations under the act or whether you are a foreign person as defined in the act, please seek the advice of an attorney.

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

Buyer's Signature
BRIAND INVESTMENTS, LLC,
a Louisiana Limited Liability Company

By: BEN [Signature]

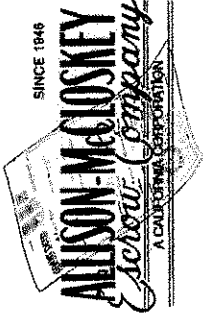
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Seller's Signature

YOUSIF [Signature]

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www.AllisonMcCloskeyEscrow.com

Escrow No.: 132074C -SK Date: 09/27/2011
Escrow Officer: Susan Kirk

IMPORTANT INSTRUCTIONS FOR DEPOSITING ESCROW FUNDS:

All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.

All checks must be made payable to Allison-McCloskey Escrow Company and mailed to the proper branch of Allison-McCloskey Escrow Company with the Escrow File Number referenced.

Because the Department of Corporation requires that no disbursements be made from a particular escrow against uncollected funds, you may **expedite the closing of escrow by depositing your escrow funds as follows:**

- WIRE TRANSFER
- CASHIER'S CHECK DRAWN ON A CALIFORNIA BANK made payable to Allison-McCloskey Escrow Company

CAUTION REGARDING CASHIER'S CHECKS!

Some California banks, savings and loan associations, money market funds and stock brokerage firms issue their checks drawn on banks *outside* of California.

Cashier's Checks drawn on banks *outside* of California must be sent as a collection item and may delay the closing of your escrow by 10 or more days.

- OFFICIAL CHECKS AND BANK CHECKS ARE SUBJECT TO BANK CLEARANCE

Checks that are not Cashier's Checks may also delay the closing of your escrow for 10 days or more while they are sent for collection.

- **CASHIER'S CHECKS ARE TO BE MADE PAYABLE TO: ALLISON-MCCLOSKEY ESCROW COMPANY**

WIRE TRANSFERS

If your bank cannot issue a Cashier's Check drawn on a California bank, please inform your bank that City National Bank is ONLINE with the FEDERAL RESERVE BANK SYSTEM and instruct them to **wire-transfer the funds** to Allison-McCloskey Escrow Company as follows:

ADDRESS FUNDS TO: CITY NATIONAL BANK, 555 S. Flower St., 21st Floor, Los Angeles, CA 90071
ABA NO. 1220-16066 and credit our ACCOUNT NO. **555050089**

SPECIAL INSTRUCTIONS: Credit Allison-McCloskey Escrow Company, El Cajon Blvd. Office
for the benefit of:

(Name ALL REMITTERS To Whom Credit Should Be Given In Escrow)
Regarding: Escrow No. 132074C-SK

- **ALLISON-MCCLOSKEY ESCROW COMPANY DOES NOT ACCEPT ELECTRONIC FUNDS TRANSFER (EFT) AND AUTOMATED CLEARING HOUSE (ACH) TRANSFERS.**

If you have any questions regarding the above, please contact your escrow officer prior to obtaining your funds for closing. Thank You!

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

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By: BEN [Signature]

By: KIM [Signature]

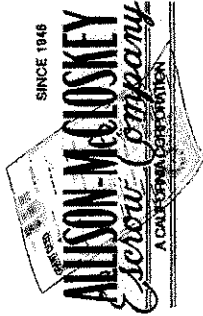
Seller's Signature

YOUSIF [Signature]

HAYAT [Signature]

*** SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF ***
Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

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FACSIMILE / SCANNED EMAIL SIGNATURES

In the event that the principals to this transaction, their agents, or assigns, utilize "facsimile" and/or "scanned emailed signatures" transmitted instruments, Escrow Holder may, but is not obligated to, rely and act upon such instructions in the same manner as if original signed instructions were in the possession of Escrow Holder. Escrow Holder shall have no liability to any party for relying upon facsimile instructions, which were erroneously transmitted to Escrow Holder.

ELECTRONIC SIGNATURES

The Uniform Electronic Transaction Act (UETA) and the Electronic Signatures in Global and National Commerce Act (ESIGN) require that you consent to entering into an electronic agreement with Allison-McCloskey Escrow Company and with the other principals in this transaction, to receive any information or execute any documents using electronic or digital mediums. In the event that the principals to this transaction, their agents, or assigns, utilize "Electronic/Digitally Signed Signatures" transmitted instruments, Escrow Holder may, but is not obligated to, rely and act upon such instructions in the same manner as if original signed instructions were in the possession of Escrow Holder. Escrow Holder shall have no liability to any party for relying upon Electronic/Digitally Signed instructions, which were erroneously transmitted to Escrow Holder. Electronic/Digitally Signed Signatures means, as applicable, an electronic copy of digital signature complying with Federal and California Law and Regulations. All of the undersigned parties hereby acknowledge they are able to electronically receive, download, and print the escrow instructions and agree that Electronic/Digitally Signed Signature will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other. SIGNED means either a handwritten or Electronic/Digitally Signed Signature on an original document, copy or any counterpart. **PRIOR TO THE ESCROW HOLDER ACCEPTING "ELECTRONIC/DIGITALLY SIGNED SIGNATURES", THESE ORIGINAL ESCROW INSTRUCTIONS MUST BE RETURNED TO THE ESCROW HOLDER WITH AN ORIGINAL HANDWRITTEN LIVE/WET SIGNATURE AND AGREED UPON BY ALL PARTIES TO THE WITHIN ESCROW.**

Allison-McCloskey Escrow Company will accept Electronic/Digitally Signed Instructions on the Purchase Agreement, but is released from all liability as to whether or not the institutional Lender will accept said Purchase Agreement. Buyer and Seller further agree that Allison-McCloskey Escrow Company is authorized to accept any additional documents furnished to Escrow Holder in an Electronic/Digitally Signed format. Electronic/Digitally Signed Signatures will not be accepted on documents that need to be recorded.

HOLD OPEN FEE

Notwithstanding any other provisions in these Escrow Instructions and in addition to other fees and costs to which Escrow Holder may be entitled, the parties, jointly and severally, agree that if this escrow is not consummated within ninety (90) days from the date set for closing, Escrow Holder is authorized, at Escrow Holder's sole discretion, and without further instructions, deduct and pay to Allison-McCloskey Escrow Company a hold open fee of \$50.00 per month from the funds on deposit. The parties irrevocably instruct Escrow Holder to automatically cancel this file without further instructions when all funds on deposit have been disbursed.

ARCHIVE FEE

Parties hereto acknowledge that there will be an Archive Fee charged under the within Escrow to electronically store your records for up to five years.

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

Buyer's Signature
BRIAND INVESTMENTS, LLC,
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By: BEN [Signature]

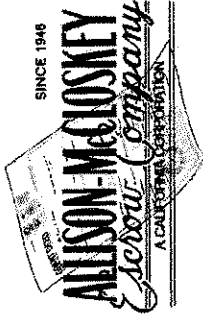
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YOUSIF [Signature]

HAYAT [Signature]

SUPPLEMENTAL ESCROW INSTRUCTIONS TO:



4820 El Cajon Boulevard
San Diego, CA 92115-4695
(619) 583-5110 • Fax (619) 583-7190

www.AllisonMcCloskeyEscrow.com

Escrow No.: 132074C -SK Date: 09/27/2011
Escrow Officer: Susan Kirk

NOTIFICATION TO SAFEGUARD NONPUBLIC PERSONAL INFORMATION:

This notification is in compliance with our obligations to comply with federal (and state) law to safeguard your nonpublic personal information.

We collect nonpublic personal information about you from the following sources:

1. Information we receive from you on applications or other forms;
2. Information about your transactions with us, our affiliates, or others involved in the processing of your transaction; and
3. Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law, and/or as required to process this escrow.

We restrict access to nonpublic information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal information.

I/We have read and received this notification which is made a part of the within escrow instructions.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE RECEIVED AND READ THE GENERAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF AND INCORPORATED BY REFERENCE HEREIN; SAID GENERAL INSTRUCTIONS CONSIST OF ONE PAGE. PARTIES ALSO ACKNOWLEDGE THAT IF THERE IS ANY CONFLICT BETWEEN THE GENERAL INSTRUCTIONS AND THE ESCROW INSTRUCTIONS, THE ESCROW INSTRUCTIONS SHALL PREVAIL.

AGREEMENT OF COOPERATION (UNJUST ENRICHMENT)

Should the within escrow close short and any of the parties to the within escrow be unjustly enriched, said party agrees to reimburse the Escrow Holder immediately. Also in the event that any party to this escrow received funds or is credited with funds that they are not entitled to, for whatever reason, they agree, upon written demand, to return said funds to the proper party entitled or to the escrow for disbursement. In the event that suit is brought to enforce payment of said funds, the parties agree to reimburse the prevailing party their reasonable attorney fees.

PRINCIPAL MAILING ADDRESSES TO BE USED DURING COURSE OF ESCROW UNLESS OTHERWISE NOTIFIED IN WRITING ARE AS FOLLOWS:

Buyer's Address: _____

Seller's Address: _____

Buyer's Signature
BRIAND INVESTMENTS, LLC,
a Louisiana Limited Liability Company

By: BEN MCCLOSKEY

By: KIM MCCLOSKEY

Seller's Signature

YOUSIF HAYAT

HAYAT

THE PARTIES TO THIS ESCROW AGREE THAT THEY WILL NOTIFY ESCROW HOLDER, BY SEPARATE WRITTEN NOTICE, OF ANY CHANGES, ADDITIONS AND/OR DELETIONS MADE TO THESE ESCROW INSTRUCTIONS; SUCH NOTICE WILL BE DELIVERED CONCURRENTLY WITH THE DELIVERY OF THESE ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.

*** SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF ***

Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

Allison-McCloskey Escrow Company
ADDITIONAL GENERAL INSTRUCTIONS

1. Seller and buyer agree to pay usual and customary escrow, title, recording, new loan and/or loan assumption, beneficiary and demand statement, and documentary tax fees and costs.
2. All prorations and adjustments are to be made on the basis of 30-day month, and "close of escrow" shall mean the day instruments are recorded.
3. Charge the buyer, and credit the seller, with the amount of any funds shown on Beneficiary's statement as impounded for future payment of fire insurance premiums, taxes and mortgage insurance premiums, and prorate any mortgage insurance premiums paid FHA during the past 12 months, based on said statement. Unless specifically provided for, debtor of any FHA insured loan or of any other loan referred to in this escrow, waives substitution of liability in connection with said loan.
4. If any mentioned Trust Deed is now of record, procure statement from owner of the note secured thereby, or the holder for collection, and prorate interest and make any other adjustments called for herein on the basis of such statement.
5. Adjust interest, payments, and/or due dates on any new encumbrances, if called for herein by endorsement on note(s).
6. Prorate taxes on real property, based on latest tax bill available to you, and charge the seller and credit the buyer with the amount of any unpaid personal property tax, which is a lien, based on latest tax bill.
7. Your company is not responsible for any personal property tax which may be assessed against any former owner of the within described property, nor for the corporate or license tax of any corporation as a former owner.
8. Prorate rentals based on rental statement furnished to you by seller or broker. You are to assume that seller will collect all rents which fall due prior to the close of this escrow. Make no adjustment against buyer on uncollected rentals.
9. Instruct insurance agents to assign all insurance and to attach mortgagee clauses to policies as handed to you. Prorate premiums thereon as per instructions given to you herein, and you may assume that premiums on said policies have been paid. Deliver policies to first beneficiary, if any.
10. Deposit all funds in connection with this transaction in an "Escrow account" with any local bank, without any liability for interest. All disbursements are to be made by check of your company on said account.
11. In the event it may be necessary or proper for the consummation of this escrow, you are authorized to deposit or have deposited funds or documents or both with any title insurance company, bank, savings and loan association, or licensed escrow company, subject to your order pursuant to closing this escrow, and such deposit shall be deemed a deposit in accordance with the meaning of these instructions.
12. All disbursements of funds and/or instruments of this escrow shall be mailed, unregistered, to the designated party in accordance with the within escrow instructions at the address shown herein, unless called for by party entitled thereto.
13. The policy of title insurance called for under these instructions may be issued for the benefit of all parties in interest, and will be subject to exceptions and conditions contained in such company's form, including but not limited to exceptions that said policy will not insure against loss by reason of the reservation and/or exception of any oil, gas, and/or mineral rights, carbon and hydro-carbon rights, water rights of record, and claims and/or title to water. Deliver original title policy and copies to proper parties. The within described property is subject to Building Set-Back Lines, if any and so-called Zoning Ordinances, if any.
14. The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of the Subdivision Map Act or any other law regulating land division, and Allison-McCloskey Escrow Company is relieved of all responsibility and/or liability in connection therewith, and is not to be concerned with the enforcement of said laws.
15. It is understood that escrow holder makes no physical examination of and/or representation concerning the real and/or personal property described in any document deposited in this escrow.
16. All of the provisions, instructions, and conditions set forth herein shall govern, without reservation, any amended and/or supplemental instructions furnished to this escrow. All such amended and/or supplemental instructions must be in writing, deposited with our company, and approved by all parties to this escrow.
17. You are not to be held liable for the sufficiency or correctness as to form, manner or execution, forgeries or false impersonation, or validity of any instrument deposited in this escrow, nor as to the identity, authority, or rights of any person executing the same, nor for failure to comply with any of the provisions of any agreement, contract or other instrument filed herein or referred to herein, and your duties hereunder shall be limited to the safekeeping of such money, instruments, or other documents received by you as escrow holder, and for the disposition of same in accordance with the written instructions accepted by you in this escrow.
18. These instructions may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.
19. Your company is authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of five years from the date of close or cancellation of escrow without liability and without further notice to us.
20. We, jointly and severally, agree to save and hold you harmless by reason of any misrepresentation or omission by seller and/or buyer or their agents as to seller's and/or buyer's compliance with the rules and/or regulations of any governmental agency, State, Federal, County, Municipal, or otherwise.
21. If the conditions of this escrow have not been complied with at the time provided herein, you are nevertheless to complete the same as soon as the conditions (except as to time) have been complied with, unless buyer or seller shall have made written demand upon you for the return of money and/or instruments deposited by them. In the event that this escrow shall not be in a condition to be closed by the date set forth herein, the party who then shall have fully complied with his instructions may, in writing, demand the return of his money and/or instruments.
22. Should any controversy arise between the parties hereto with respect to the subject matter of this escrow, its terms or conditions, or conflicting demands are made or notice served upon you or legal action is taken in connection with this escrow, you shall not be required to take any action, but may withhold all moneys, securities, documents or other things deposited until such controversy shall be determined by agreement or appropriate legal proceedings, and in such event you shall not be liable for interest or damage, or you may file suit in interpleader or for declaratory relief. If you are required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by you, or if conflicting demands or notice by parties to this escrow or by any other party or parties is served upon you, we jointly and severally agree to pay reasonable escrow fees and all costs, expenses, and reasonable attorney's fees expended or incurred by you as a result of any of the above described events, and a lien is hereby created in your company's favor to cover said items. We agree to save you harmless as escrow holder hereunder from all losses and expenses, including reasonable attorney's fees and court costs sustained by reason of any claim demand, or action filed, legal or otherwise, which may in any manner arise out of, or from the property which is the subject of this escrow, or out of or from this escrow, before or after closing, notwithstanding anything in these instructions to the contrary.
23. You are authorized and instructed to furnish a copy of these instructions and amendments, if any, and/or final closing statements to the real estate broker representing any of the parties in this transaction, and/or to any lender holding, or contemplating, a loan against the subject or other property.
24. Buyer's and seller's signatures on instructions and instruments pertaining to this escrow indicate their unconditional acceptance and approval of these General Instructions and all documents executed by them, and they hereby acknowledge receipt of a copy of these instructions in its entirety.
25. Please be aware of the fact that your final closing statement will indicate overlap in interest payments. You will be charged interest on your existing loan as well as your new loan for a minimum period of two (2) days up to and including a total of five (5) days in some cases. This "overlap" is due to the fact that the Existing Lender collects interest until the time he receives the payoff and applies to the loan and the New Lender commences interest on the day of funding, which is at least one (1) business day prior to the recording. If you have any questions regarding the computation of the interest charges, please clarify them at this time.

Buyer's Initials _____

Seller's Initials _____