

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR INSTRUCTIONS

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby appoint The City of Compton as my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of Assessor's Parcel No. 6162-009-001, Sale No. 2013A, Item No. 5147, sold at public auction on 10/21-22/2013, understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience. I also understand that the total amount of excess proceeds available for distribution is \$ 293,647.18, and that I have a right to file a claim for this refund on my own behalf, without the help of an agent. For valuable consideration received, my agent is appointed to act on my behalf.

Ellen Senegal
Print Name
1317 S. Whitemarsh
Mailing Address (Non U.S. Postal System Box No. is not Acceptable)
Compton, CA 90220
City, State and Zip Code
(310) 537-7055
Area Code and Daytime Phone Number
552866151
Social Security Number

E0545871 State CA Expiration Date 2021
Driver License No.

Ellen Senegal
Signature of Party of Interest (REQUIRES NOTARIZATION)

If acting on behalf of a business entity, I am duly authorized to act in its behalf pursuant to my title as indicated below:
Vice President
Title
Compton Council of Campfire Inc.
Name of Business Entity or Partnership
95-1713035
Partnership or Corporate Tax I.D. Number

State of California)
County of)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____, before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

See Attached

DISCLOSURE

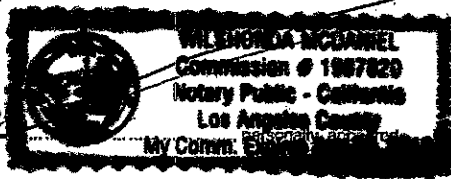
I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to section 4675 of the California revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM/HER OF THE RIGHT TO FILE A CLAIM ON HIS/HER OWN BEHALF WITHOUT THE HELP OF AN AGENT.

Alma K. Martinez
Signature of Agent (REQUIRES NOTARIZATION)

Alma K. Martinez
Print Name
205 S. Willow Brook
Mailing Address (Non U.S. Postal System Box No. is Not Acceptable)
Compton CA 90220
City, State and Zip Code

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State of California)
County of Los Angeles)



On April 11, 2016 before me, W. Khorek, Washington, Notary Public
Alma K. Martinez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

SEE ATTACHED

ACKNOWLEDGMENT

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State of California
County of Los Angeles

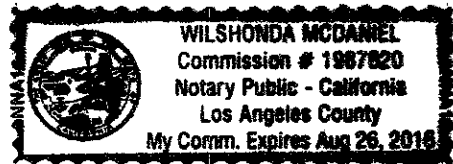
On April 12, 2016 before me, Wilshonda McDaniel, Notary Public
(insert name and title of the officer)

personally appeared Alma K. Martinez,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature Wilshonda McDaniel (Seal)



ACKNOWLEDGMENT

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State of California
County of Los Angeles

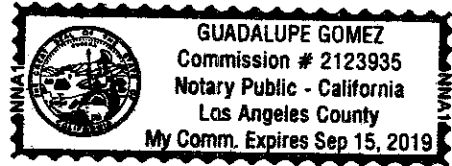
On March 15, 2016 before me, Guadalupe Gomez, Notary Public
(insert name and title of the officer)

personally appeared Ellen Gale Senegal
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature Guadalupe Gomez (Seal)



Compton Council of Campfire Inc.

INDEMNITY WAIVER

This INDEMNITY WAIVER (this "Waiver") is made effective on March 10, 2016 by the Compton Council of Campfire Inc. (hereinafter, "Compton Campfire Council"), 1317 S. Whitemarsh, Compton, California 90220 to indemnify the City of Compton (hereinafter, "City of Compton"), of 205 S, Willowbrook, Compton, California 90220. The City of Compton and Compton Council of Campfire Inc. are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Compton Council of Campfire Inc. desires to indemnify the City of Compton from any claims and/or litigation arising out of Compton Council of Campfire Inc. actions in connection with receipt and use of a contribution in the amount of \$275,000.00 made by Compton Council of Campfire Inc..

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Compton Campfire Council hereby agrees as follows:

TERMS

1. Indemnification. Compton Campfire Council shall fully defend, indemnify, and hold harmless City of Compton from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Compton Campfire Council, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to City of Compton for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Compton Campfire Council warrants the individual who have signed this Agreement has the actual legal power, right, and authority to make this Agreement and bind their Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service

voluntarily given or performed by the Compton Campfire Council shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement related to the matters specified herein, and supersedes any prior oral or written statements or agreements.

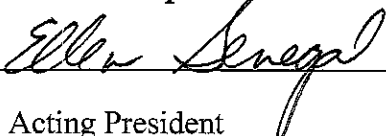
7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Compton Campfire Council is to provide as broad an indemnification as possible under California law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under California law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of California. Compton Campfire Council expressly consents and submits to this exclusive jurisdiction and exclusive venue. Compton Campfire Council expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Compton Campfire Council consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of Compton Council of Campfire Inc. by Ellen Senegal, Acting President, and effective as of the date first written above.

Compton Council of Campfire Inc.

By/Signature:  _____

Ellen Senegal- Acting President

Date: 3/15/2016

Legal Notarization Required

ACKNOWLEDGMENT

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State of California
County of Los Angeles

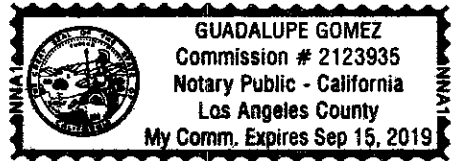
On March 15, 2016 before me, Guadalupe Gomez, Notary Public
(insert name and title of the officer)

personally appeared Ellen Gale Senegal
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Guadalupe Gomez (Seal)



Compton Council of Campfire Inc.

Charitable Pledge Agreement

This Charitable Donation Agreement (this "Agreement") is made and entered into as of March 10, 2016 (the "Effective Date") by and between the Compton Council of Campfire Inc. (the "Contributor"), an autonomous California non-profit public benefit 501c(3) corporation, and the City of Compton (the "Recipient") as a charitable donation as described herein (the "Contribution"). The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Contributor shall provide and the Recipient shall receive the Contribution.

We, the Compton Council of Campfire Inc., represented by Ellen Senegal, Acting President (collectively the "Pledgor") of 1317 S. Whitemarsh, Compton, California 90220, do hereby pledge and agree to pay to the City of Compton, California, located at 205 S. Willowbrook Avenue, Compton, California 90220, the sum of \$275,000.00 to be exclusively earmarked for use for the Compton Campfire ("Campfire") located at 450 W. Raymond, Compton, California 90220.

The Compton Council of Campfire Inc. agree to make a future contribution in one lump sum for the purpose of satisfying this pledge and further agree that this pledge will be satisfied in full immediately within one week upon release of secured funds now held by the Los Angeles County Tax Collector's office and applied for by the Contributor under *the Claim for Excess from the Sale of Tax Defaulted Property*. The Contributor formally affirms its legality as the nonprofit formerly tasked with assuring the perpetuity of the Campfire to contribute the described funds, and waives its rights and agrees to give rights to the City of Compton to act as an agent for the Compton Council of Campfire Inc. for receipt of the above described funds. Further, the Contributor gives permission to the Los Angeles County Tax Collector's office to copy the City of Compton (Parks and Recreation Director Marvin Hunt, 205 S. Willowbrook Avenue, Compton, CA 90220) and Ms. Cynthia Macon of the Compton Campfire Preservation Society on the final determination and dispensation of excess funds for this parcel at their provided addresses.

The Contributor desires to support the Recipient through this Contribution.

This pledge voted upon by the Compton Council of Campfire Inc. as a California public benefits corporation at our Board meeting held on January 19, 2016, attendees President Ellen Senegal, Treasurer Olene Walker, and Executive Director Florence Adams.

BACKGROUND

The Recipient is the public nonprofit municipality known as the City of Compton, California that serves the residents of that geographically defined area. As a former owner and protector, the Contributor is seeking to support the continuance of the legacy and existence *en perpetuity* of the Compton Campfire site located at 450 W. Raymond in the City of California to benefit the children and residents of Compton under the new ownership and auspices of the City of Compton for administration by the City of Compton Parks and Recreation Department.

TERMS OF AGREEMENT

The parties hereto agree as follows:

1. The Contributor shall donate \$275,000.00 during the term of this Agreement which shall be accepted and used by the Recipient consistent with its public benefit purpose.
2. The Contributor and Recipient acknowledge that the Recipient shall have sole and complete control over the manner in which the Contribution is used by the Recipient for such public benefit purpose(s), subject to any restrictions that the Contributor has placed on the Contribution.
3. The Recipient and Contributor acknowledge and agree that the Contribution shall not obligate or otherwise influence the Recipient to purchase, use, recommend, or arrange for the use of any services of the Contributor or an affiliate of the Contributor.
4. The Recipient and Contributor conversely represent and warrant that the City is a legal California incorporated charter city and the Contributor a legal public benefit corporation.
5. Funds will be used exclusively for the Compton Campfire site located at 450 W. Raymond Avenue, Compton, California 90220, Los Angeles county tax assessor parcel number 6162-009-007. The site is to be re-titled the "Compton Campsite" by the city.
6. Funds for the Campfire will be kept in a separate city account and cannot be transferred for use in the City of Compton general fund.
7. Funds are to be used primarily for improvements, repairs, programming, and limited marketing and administration. All designated fund areas are to be addressed and at no time should administration or marketing costs exceed the lesser of any one of the other three designated areas.
8. \$25,000 should be set aside for use in camperships or other scholarship purposes at the Campfire. \$10,000 of this \$25,000 is to be set aside as unredeemable principal in an interest bearing account to fund future annual camperships *en perpetuity*.
9. An historical marker detailing the history of the Campfire site and the Compton Council of Campfire Inc. will be erected on the grounds.
10. A plaque acknowledging the Compton Council of Campfire Inc. name and their donation of \$275,000 will be dedicated in the main facility of the Campfire.
11. A public Town Hall Meeting will be held at the site with one month advance notification to citizens on the Compton website to solicit input on the history, needed improvements,

use, and suggestions for the site. All residents of Richland Farms will receive a notification of said meeting posted on their front door or notification by mail.

12. The budget and use of all contributed funds to the Campfire, whether by this Contributor or others, will be posted and viewable and updated on the city website on a semi-annual basis.
13. The Compton Campsite Preservation Society will be added as a commission for the City of Compton, perhaps in contingent with an existing city commission, with the purpose or assuring the perpetuity of the campfire, fundraising, programming and marketing.
14. The Campfire will be pursued for designation as a city historical site and historical preservation funds and grants will be pursued as deemed eligible.
15. The Campfire will be used for Compton residents, first and foremost, with nonprofits ranked first for usage. Others will include the Compton Unified School District (CUSD), Compton College, youth and community groups, churches, business, residents, and to meet any Prop A obligations.
16. The City of Compton Parks and Recreation Department will earmark this donation for the Compton Campfire and agrees it will apply the contributions in accordance with its tax exempt purposes.
17. To the extent it directly or indirectly engages in activities, the Recipient hereby certifies to the Contributor and the Contributor to the Recipient that:
 - a. it shall comply with all laws and regulations in the territory where it is conducting activities,
 - b. it has not paid or offered to pay or give anything of value to an official or employee of any government department, agency or instrumentality thereof (including, but not limited to, any health or medical institutions which are owned or controlled by the government), or to any political party or any candidate for political office, for the purpose of influencing decisions favorable to the Contributor;
18. Recipient shall provide Contributor and Contributor's agents or representatives (collectively, "Agents"), with documentation as may be reasonably requested by Contributor or Contributor's Agents in order to document or verify compliance with the provisions of this Agreement until funds are expended or the Contributor corporation is dissolved. Recipient shall maintain true and accurate records necessary to demonstrate

compliance with this Agreement and record of the expenditures will be made available to the public upon demand.

19. This Agreement will commence on the March 10, 2016 and subsequent vote of a Resolution accepting this Charitable Pledge by the Compton City Council and will extend *en perpetuity*. For avoidance of doubt, in no event, may the Contribution be used in any way other than furtherance of the Recipient's charitable public purpose.
20. The Parties acknowledge that certain state or federal laws now or in the future may require Contributor to disclose information on donations provided to charitable entities. Contributor may report information about the Contribution provided under this Agreement, as required by law. Once reported, such information may be publicly accessible.
21. Notwithstanding any other provision in this Agreement, Recipient understands and agrees that Contributor reserves the right to post on a website accessible to the public, information regarding funding under this Agreement, whether or not required by law, including the identity of the Recipient, the value of the Contribution, and the purposes for such Contribution, and other information as the Contributor determines is appropriate.
22. Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party.
23. This Agreement inures to the benefit of Recipient and Contributor only, and no third party shall have any rights under it, except as expressly provided herein

IN WITNESS WHEREOF, the party ("Contributor") has signed and thereby caused this Agreement to be duly executed effective as of the date signed by the President below. The City of Compton ("Recipient") will, upon approval by vote of a Resolution by the City Council to accept this Charitable Pledge Agreement, append and return a copy of this signed agreement and the approved City Council Resolution accepting said Charitable Agreement to Ellen Senegal and the Compton Council of Campfire Inc at their indicated address above.

CONTRIBUTOR

By: Ellen Senegal

Signature: Ellen Senegal

Title: President

Date: 3/15/2016

LEGAL NOTARIZATION REQUIRED

ACKNOWLEDGMENT

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State of California
County of Los Angeles

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(insert name and title of the officer)

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WITNESS my hand and official seal.

Signature Guadalupe Gomez (Seal)

