

EXHIBIT A

Property: 13727 San Antonio Drive, Norwalk, CA

I. TERMS AND CONDITIONS OF SALE

The Agreement provides as follows:

In summary, the Agreement provides as follows:

a. Purchase Price: Buyer has agreed to pay the Debtor's bankruptcy estate a total of \$418,000.00. Buyer has tendered a deposit of \$20,000 in the form of a cashier's check to the Trustee. The Buyer has tendered a deposit, and Trustee acknowledges receipt of \$20,000.00. The deposit is non-refundable in the event the Buyer cannot timely complete the sale as provided herein. The balance of purchase price, or \$398,000.00 shall be deposited into escrow on or prior to the close of escrow.

b. Purchase Without Warranties: Buyer acknowledges that she is purchasing the Property from Trustee "AS IS" without warranties or representations of any kind, express or implied, concerning the condition of the Property or the title thereto, or any other matters relating to the Property.

c. Acknowledgement of Trustee's Capacity: Buyer is expressly aware and fully informed that Trustee is selling the Property in his capacity as the Chapter 7 Trustee of the bankruptcy estate of In re Carol M. Burgess, Case No. RS 04-15776DN. No personal liability shall be sought or enforced against Trustee with regard to the Agreement.

d. Acknowledgement of Liability: Buyer is expressly aware and understands the terms and conditions of the Agreement and holds the estate and the realtors, brokers, agents, Trustee (Christopher R. Barclay), and the Offices of Mack/Barclay Inc., his attorneys, agents and employees harmless from any liabilities arising from the Agreement.

e. Approval of the Bankruptcy Court: Buyer is aware that this transaction is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California.

II. OVERBID PROCEDURE

a. The bidding shall begin with the Buyer's \$418,000.00 offer, subject to overbid in increments of not less than \$1,000.00 with the first overbid being \$423,000.00.

b. In order to participate, each prospective bidder shall deposit with Trustee \$20,000.00 (the "Deposit") payable to Christopher R. Barclay, Chapter 7 Trustee. Further, overbids must be in writing by completing and signing an Overbid Form,

attached to this exhibit. Such form must be received by Trustee no later than two (2) court days before the hearing.

c. Overbids must be accompanied by a certified check for the amount of the Deposit, along with proof that the prospective bidder is pre-qualified for any corresponding mortgage. In the event the prospective bidder is not the successful bidder, the Deposit shall be returned to the prospective bidder at the conclusion of hearing.

d. The deposits of the successful bidder shall be non-refundable and immediately forfeit should the successful bidder fail to perform and complete the sale. Such forfeiture shall not be construed as liquidated damages but shall be deemed to be the minimum amount of damages suffered by the estate without prejudice to Trustee's or the bankruptcy estate's right to pursue further damages for any and all breaches by the successful bidder.

e. In the event the successful bidder does perform, the Deposit shall be credited to the purchase price. Trustee will accept the bid which constitutes the highest and best offer for the benefit of the bankruptcy estate and its creditors. Unless otherwise specified by each bidder, all bids shall be deemed to be on terms and conditions not less favorable to the bankruptcy estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in this Motion. All deposits by the successful bidder shall be non-refundable and the sale shall be deemed final upon receipt of the same, subject to entry of an Order of the United States Bankruptcy Court approving the sale.

OVER-BID
OFFER TO PURCHASE REAL PROPERTY
(Property Address: 13727 San Antonio Drive, Norwalk CA)

The undersigned ("Offeror") hereby offers (the "Offer") to purchase from Christopher R. Barclay, the Chapter 7 trustee (the "Trustee") for the bankruptcy estate of Carol M. Burgess (The "Debtor"), the parcel of real property together with all improvements thereon commonly known as 13727 San Antonio Drive, CA, (The "Property"), on the identical terms as described in the Purchase and Sale Agreement for Real Property dated June 11, 2005 and the counteroffer thereto dated on June 11, 2005, by and between the Trustee, as Seller, and the Buyer (collectively, the "Purchase and Sale Agreement"), except that: (1) the Offeror's Offer price is \$ _____, all cash; and (2) there are no contingencies to this Offer whatsoever, including inspection, due diligence, and financing contingencies.

The Offeror understands and agrees that a sale of Property is subject to acceptance by the Trustee, approval by the Bankruptcy Court, and higher and better bids at the court confirmation hearing on September 6, 2005 at 10:30 am in Courtroom 304 at the Riverside Division of the United States Bankruptcy Court (the "Court") 3420 Twelfth Street, Riverside, CA 92501.

Offeror acknowledges and warrants that Offeror has obtained a copy of, has read, and understands the Purchase and Sale Agreement and the sale confirmation motion, and except as otherwise provided herein, the Offeror agrees that all of the terms thereof shall apply to Offeror if this Offer and a sale to the Offeror are approved by the Court. In consideration of the Trustee reviewing this Offer and/or presenting this Offer to the Court at the hearing on the sale of the Property, the Offeror agrees that Offeror shall not withdraw this Offer prior to the hearing, or at any time thereafter if the Offer and a sale to the Offeror is approved by the Court.

Offeror understands that the Seller is a trustee appointed to liquidate assets of a bankruptcy estate, and that has neither inspected the Property nor analyzed their fitness for any particular use. Offeror further understands that the sale is "As in" and "where is", with no warranty or recourse whatsoever. Offeror has completed all due diligence which Offeror believes to be required to purchase the Property and has not relied upon any statement or representation from the Trustee, his attorneys, his real estate brokers or other agents. Any necessary testing or repairs, including without limitation to, those for termite damage or retrofitting required by an governmental entity, shall be the sole responsibility of the Offeror, at Offeror's sole expense.

Offeror is providing herewith a cashiers check in the sum of \$20,000.00 for the Property bid upon, made payable to "Christopher R. Barclay, Trustee," which shall be credited to the sale price. The deposit shall be non-refundable in the event that the Court confirms the sale to the Offeror but Offeror breaches his obligations under the Offer, in which event the Trustee shall be free to sell the Property to another bidder. Offeror's sole remedy in the event that the Trustee is unable to close the sale shall be a return of the deposit in full. If the Offeror performs in full under the terms of the Offer, but the Court confirms the sale of the Property to another bidder, Offeror's deposit shall be refundable in full.

Offeror agrees to substitute into the Escrow of the Buyer at United Title Company or to enter into a new escrow upon identical terms and conditions except as to price. Offeror acknowledges that Offer has obtained a copy of, has read, and understands the escrow instructions, which are incorporated herein by this reference.

A commission of 3% of the sale price shall be payable to Offeror's real estate broker, subject to approval of the Bankruptcy Court, but only upon closing of the sale to Offeror. In the event the Debtors are the successful purchasers of the Property, whether or not they are represented by a real estate broker, the Trustee shall not pay any commission to the Debtors or to their broker.

Dated: _____

(Name of Offeror)

(street address)

(city, state, zip code)

(telephone number)

(signature of authorized agent
of Offeror, if applicable)

(name and title of agent of Offeror, if applicable)

(name of real estate brokerage of Offeror)

(name of real estate agent of Offeror)

(telephone no. of real estate agent to Offeror)