

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address ELIZA GHANOONI, ESQ. (State Bar No.: 252063) DONNA R. DISHBAK, ESQ. (State Bar No.: 259311) CAROLYN M. AFARI, ESQ. (State Bar No.: 283681) GHANOONI LAW FIRM 1901 Avenue of the Stars, Ste. 450 Los Angeles, CA 90067 Telephone: (213) 444-3328 Facsimile: (800) 584-1977 Email: eliza@ghanoonilaw.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for Debtor	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re: NUALA BARTON Debtor(s).	CASE NO.: 2:16-bk-11380-TD CHAPTER: 11 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 05/25/2016	Time: 10:00 am
Location: Courtroom 1345, U.S. Bankruptcy Court, 255 E. Temple Street, Los Angeles, CA 90012	

Type of Sale: Public Private **Last date to file objections:** 05/11/2016

Description of property to be sold:
 2670 Bowmont Drive,
 Beverly Hills, CA 90210
 Assessor's Parcel Number 4388-012-062

Terms and conditions of sale:
 Subject to court approval.
 Property sold as-is.

Proposed sale price: \$ 7,250,000.00 _____

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any): Overbid must be all cash and at least \$935,000 (10% greater than current offer) with no contingencies to closing. Must contact Debtor's counsel at least 24 hours prior to hearing and provide evidence of financial resources to Debtor's satisfaction. An \$85,000 cash/cash equivalent deposit must be submitted prior to hearing. Overbid increments will be \$10,000 after the initial overbid.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

May 25 2016 at 10:00 AM
Courtroom 1345
U.S. Bankruptcy Court
255 E. Temple Street
Los Angeles, CA 90012

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

ELIZA GHANOONI, ESQ. (State Bar No.: 252063)
GHANOONI LAW FIRM
1901 Avenue of the Stars, Ste. 450
Los Angeles, CA 90067
Telephone: (213) 444-3328
Facsimile: (800) 584-1977
Email: eliza@ghanoonilaw.com

Date: 05/02/2016

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

1901 Avenue of the Stars, Ste. 450
Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 05/02/2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Alberto Campain campain@ecofflaw.com, kay@ecofflaw.com; Alex Weingarten amweingarten@venable.com, mrabbi@venable.com; Carolyn Afari AfariLawFirm@gmail.com; David Brownstein david@brownsteinfirm.com; Donna Dishbak donna@dishbaklaw.com; Eliza Ghanooni eliza@ghanoonilaw.com; Matt Klinger mklinger@sheppardmullin.com; Queenie Ng queenie.k.ng@usdoj.gov; US Trustee ustpregion16.la.ecf@usdoj.gov; Randall P Mroczynski randym@cookseylaw.com Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 05/02/2016, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 05/02/2016, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy by PERSONAL DELIVERY, Honorable Thomas B. Donovan, United States Bankruptcy Court, 255 E. 255 E. Temple Street, Suite 1352, Los Angeles, CA 90012P

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

05/02/2016 Jennifer Roldan
Date Printed Name


Signature

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Debtor's Attorney: Carolyn M Afari AfariLawFirm@gmail.com
Interested Party: David I Brownstein david@brownsteinfirm.com
Interested Party: Alberto J Campaign campaign@ecofflaw.com, kay@ecofflaw.com
Debtor's Attorney: Donna R Dishbak donna@dishbaklaw.com
Debtor's Attorney: Eliza Ghanooni eliza@ghanoonilaw.com, docket@pricelawgroup.com; notice@pricelawgroup.com
Interest Party: Matthew Klinger mklinger@sheppardmullin.com
Interest Party: Randall P Mroczynski randym@cookseylaw.com
Attorney for U.S. Trustee: Queenie K Ng queenie.k.ng@usdoj.gov
U.S. Trustee: United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
Interested Party Alex M Weingarten amweingarten@venable.com, mrabbi@venable.com; lmelliott@venable.com

2. SERVED BY UNITED STATES MAIL:

<u>Request for Manual notice</u>	<u>DEBTOR</u>	
Donna Rebecca Dishbak Dishbak Law Firm 18375 Ventura Blvd. #142 Tarzana, CA 91356	Nuala Barton 2670 Bowmont Drive Beverly Hills, CA 90210-1815	
Bank Of America Nc4-105-03-14 Po Box 26012 Greensboro, NC 27420-6012	Strategic Emerging Economics, Inc. c/o Law Office of David Brownstien 575 Anton Blvd. # 300 Costa Mesa, CA 92626-7161	Barclays Bank Delaware Po Box 8801 Wilmington, DE 19899-8801
Best Alliance Foreclosure & Lien Sr 16133 Ventura Blvd, Ste 700 Encino, CA 91436-2406	Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130-0285	Chase Card Services Attn: Correspondence Dept Po Box 15298 Wilmington, DE 19850-5298
Comenity Bank/Roamans Po Box 182125 Columbus, OH 43218-2125	Credit One Bank Na Po Box 98873 Las Vegas, NV 89193-8873	Creditors Adjustment Bureau, Inc. 14226 Ventura Blvd. Sherman Oaks, CA 91423-2777
DB Private Wealth Mortgage Ltd. 280 Park Ave New York, NY 10017-1216	Deutsche Bank 280 Park Ave, NYC03-0434 New York, NY 10017-1216	Ecoff Campain & Tilles LLP 280 South Beverly Drive Suite 504 Beverly Hills, CA 90212-3908
FORD MOTOR CREDIT COMPANY P O BOX 62180 Colorado Springs, CO 80962-2180	Internal Revenue Service 300 North Los Angeles Street, Stop 5022 Los Angeles, CA 90012-3478	Mb Fin Svcs 36455 Corporate Dr Farmington Hills, MI 48331-3552
Mike Ireland c/o Jeff Berke Berke Hakimi 12400 Wilshire Blvd, Ste 450 Los Angeles, CA 90025-1019	Mischa Barton C/O Alex M. Weingarten Venable LLP 2049 Century Park East, Suite 2100 Los Angeles, CA 90067-3133	Strategic Emerging Economics, Inc. c/o Olympia Financial Mortgage, Inc 16633 Ventura Blvd, Suite 700 Encino, CA 91436-1836
Venable LLP Alex Weingarten 2049 Century Park East, Suite 21-- Los Angeles, CA 90067-313	Capital One Bank (USA), N.A. PO Box 71083 Charlotte, NC 28272-	Cab West LLC c/o Randall P Mroczynski Cooksey Toolen Gage Duffy & Woog 535 Anton Blvd., 10th Floor Costa Mesa, CA 92626-1947

Los Angeles County Treasurer and Tax Collect PO Box 54110 Los Angeles, CA 90054-0110	Quantum3 Group LLC as agent for Comenity Bank PO Box 788 Kirkland, WA 98083-0788	The Promotion by Daniel Lief C/O Hakim Hakim PO Box 801851 Santa Clarita, CA 91380-1851
Charles Houston & Emma Houston C/o Stuart A. Katz, Esq. 20271 SW Birch St., Suite 100 Newport Beach, CA 92660-1714	PYOD, LLC its successors and assigns as assigns of FNBM, LLC Resurgent Capital Services PO Box 19008 Greenville, SC 29602	Strategic Emerging Economics, Inc. c/o Law Office of David Brownstien PO Box 16474 Irvine CA 16474
Gary A Bemis Law Offices of Gary A Bemis 3870 LA Sierra Ave, Suite 239 Riverside, CA 92505	Capital One Bank (USA), N.A. By American Infosource LP PO Box 71083 Charlotte, NC 28272-1083	DB Private Wealth Mortgage Ltd Atn Joshua Frank 345 Park Avenue 14 th Floor New York, NY 10154
Internal Revenue Service P.O. Box 7346 Philadelphia PA 19101-7346	Justin Nappi c/o Douglas Elliman Attn Cory Wies 150 S. El Camino Dr. Suite 150 Beverly Hills CA 90212	

Exhibit A

1 ELIZA GHANOONI, ESQ. (State Bar No.: 252063)
2 DONNA R. DISHBAK, ESQ. (State Bar No.: 259311)
3 CAROLYN M. AFARI, ESQ. (State Bar No.: 283681)
4 **GHANOONI LAW FIRM**
5 1901 Avenue of the Stars, Ste. 450
6 Los Angeles, CA 90067
7 Telephone: (213) 444-3328
8 Facsimile: (800) 584-1977
9 Email: eliza@ghanoonilaw.com

10 *Attorneys for Debtor*
11 Nuala Barton

12 UNITED STATES BANKRUPTCY COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 LOS ANGELES DIVISION

15 In re) Case No. 2:16-bk-11380-TD
16 NUALA BARTON,) Chapter 11
17 Debtor and Debtor in Possession.) **NOTICE OF MOTION AND MOTION**
18) **FOR ORDER APPROVING SALE OF**
19) **REAL PROPERTY PURSUANT TO 11**
20) **U.S.C. § 363 FREE AND CLEAR OF**
21) **ALL LIENS, CLAIMS AND**
22) **INTERESTS; AND GRANTING**
23) **CERTAIN OTHER RELATED**
24) **RELIEF; MEMORANDUM OF**
25) **POINTS AND AUTHORITIES IN**
26) **SUPPORT THEREOF;**
27) **DECLARATIONS IN SUPPORT**
28) **THEREOF**
Date: May 25, 2016
Time: 10:00 a.m.
Place: 255 E. Temple Street
Courtroom 1345
Los Angeles, CA 90012

22 **TO THE HONORABLE THOMAS B. DONOVAN, UNITED STATES**
23 **BANKRUPTCY JUDGE; TO THE UNITED STATES TRUSTEE AND HIS**
24 **COUNSEL OF RECORD; AND TO ALL INTERESTED PARTIES:**

25 PLEASE TAKE NOTICE that on May 25, 2016, at 10:00 a.m., or as soon as the
26 matter can be heard, before the Honorable Thomas B. Donovan, United States
27 Bankruptcy Judge, Nuala Barton (the "Debtor") the Debtor in the above Chapter 11

1 Bankruptcy case hereby moves this Court for the entry of an order authorizing and
2 approving the sale of the Debtor's real property located at 2670 Bowmont Drive, Beverly
3 Hills, CA 90210, Assessor's Parcel Number 4388-012-062 (the "Property") free and clear
4 of all liens, claims and interests pursuant to 11 U.S.C. § 363, and granting certain
5 additional relief requested herein and in the attached Memorandum of Points and
6 Authorities.

7 Justin Nappi, and/or nominee, an individual, has made an offer to purchase the
8 Property for the sum of \$7,250,000. By this Motion, the Debtor seeks the approval of the
9 sale of the Property to Nappi, subject to overbid, and for the additional relief set forth
10 below.

11 PLEASE TAKE FURTHER NOTICE that the Motion is based upon this Notice of
12 Motion and the following Motion, §§ 363 and 105 of the Bankruptcy Code, Federal Rules
13 of Bankruptcy Procedure 2002 and 6004; Local Bankruptcy Rule 6004-1; the attached
14 Memorandum of Points and Authorities; the Declaration of the Debtor(s) submitted
15 herewith; the record in this Chapter 11 case, and such additional evidence and argument as
16 may be presented at or before the hearing on this Motion.

17 PLEASE TAKE FURTHER NOTICE that any party wishing to respond to the
18 Motion must file a written response with the Bankruptcy Court and must serve that written
19 response on counsel for the Debtor at least 14 days before the hearing. The failure to
20 timely file and serve a response in accordance with the Local Bankruptcy Rules may be
21 deemed by the Bankruptcy Court to be consent to the granting of the relief requested in the
22 Motion.

23

24 Dated: May 2, 2016

GHANOONI LAW FIRM

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By: /s/ Eliza Ghanooni

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Donna R. Dishbak
Eliza Ghanooni
Carolyn M. Afari
Attorneys for Debtor
Nuala Barton

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MOTION

Nuala Barton (the “Debtor”) the Debtor in the above Chapter 11 Bankruptcy case respectfully moves this Court for the entry of an order authorizing and approving the sale of the Debtor’s real property located at 2670 Bowmont Drive, Beverly Hills, CA 90210, Assessor’s Parcel Number 4388-012-062 (the “Property”) to Justin Nappi, and/or nominee, an individual, (“Nappi”) or such other person or entity as may successfully overbid at the hearing, free and clear of all liens, encumbrances, claims or interests pursuant to 11 U.S.C. § 363(f), and granting certain additional relief requested herein and in the attached Memorandum of Points and Authorities.

This Motion is based upon the preceding Notice of Motion; 11 U.S.C. §§ 363 and 105; Federal Rules of Bankruptcy Procedure 2002 and 6004; Local Bankruptcy Rule 6004-1; the attached Memorandum of Points and Authorities; the Declaration of the Debtor(s) submitted herewith; and such additional evidence and argument as may be presented at or before the hearing on this Motion.

WHEREFORE, the Debtor respectfully requests that the Court enter an order:

- (1) Finding that notice of the Motion was adequate and appropriate under the circumstances;
- (2) Granting the Motion in its entirety;
- (3) Authorizing and approving the sale of the Property to Nappi or to another successful bidder, free and clear of all liens, claims, and interests;
- (4) Approving the bidding procedures described in the Memorandum of Points and Authorities;
- (5) Finding that the successful bidder is a good faith purchaser for the purposes of 11 U.S.C. § 363(m);
- (6) Authorizing the Debtor to take all necessary and reasonable steps to consummate the sale of the Property;

- 1 (7) Authorizing the payment of the commissions described in the Memorandum
2 of Points and Authorities at the close of escrow;
- 3 (8) Authorizing payments of liens, claims and interests on and against the
4 Property (collectively referred to herein as the "Liens, Claims and Interest"),
5 *if any*, to the extent set forth in the Memorandum of Points and Authorities;
- 6 (9) Authorizing the payment of real property taxes, plus interest, owed on the
7 Property and all usual and customary escrow and closing and recording costs
8 generally attributable to a seller of real property, if any, at the close of
9 escrow;
- 10 (10) Transferring and attaching the liens, claims, and interests or portions of liens,
11 claims and interests still unpaid at the close of escrow (collectively referred
12 to as the "Remaining Liens, Claims, and Interests"), if any, from the Property
13 to the net proceeds of the sale of the Property with the same force, effect,
14 validity and priority that any and all such Liens, Claims and Interests had
15 with respect to the Property;
- 16 (11) Authorizing the Debtor to hold that portion of the sale proceeds attributable
17 to disputed claims of exemption, liens and encumbrances, if any, pending
18 further orders of this Court;
- 19 (12) Compelling all holders of the liens and encumbrances, if any, to execute any
20 and all documentation that may be required to allow escrow to close;
- 21 (13) Allowing the Debtor, pursuant to 11 U.S.C. § 542(a), to deliver the Property
22 to Nappi free and clear of any tenancy;
- 23 (14) Waiving the fourteen-day waiting period set forth in Bankruptcy Rule
24 6004(h); and

25 ///
26 ///
27 ///
28 ///

1 (15) Granting such other and further relief as the Court deems just and proper
2 under the circumstances.

3
4 Dated: May 2, 2016

GHANOONI LAW FIRM

5 By: /s/ Eliza Ghanooni
6 **Donna R. Dishbak**
7 **Eliza Ghanooni**
8 **Carolyn M. Afari**
9 *Attorneys for Debtor*
10 Nuala Barton

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MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

A. Background of the Debtor’s Bankruptcy Case

Nuala Barton ("the Debtor"), Debtor in the above-referenced Chapter 11 case, commenced her bankruptcy case by filing a voluntary petition under Chapter 11 of 11 U.S.C. §101 et seq. (the "Bankruptcy Code") on February 3, 2016.

The Debtor is an individual who is a film producer and former manager to her daughter, Mischa Barton ("Mischa"). She co-owns her home with Mischa. In or about 2014, Debtor and Mischa had a falling out resulting in Mischa firing the Debtor as her manager and Mischa bringing suit against the Debtor. Ultimately the Debtor and Mischa entered into a settlement resolving their dispute, however the settlement was not reached until their real property was on the brink of foreclosure. The Debtor filed the case to stop the foreclosure on the real property.

The Debtor filed the instant bankruptcy case in order to reorganize her debts by selling her real property which will allow her to pay her various creditors. The junior lienholder on the Property, Strategic Emerging Economics, Inc., ("Strategic") obtained an order granting relief from stay with no foreclosure sale to be set prior to May 31, 2016. If the Debtor is not able to sell the Property prior to the foreclosure sale, then a significant amount of equity will be lost to foreclosure.

B. Brief Summary of the Terms of the Sale

On April 29, 2016, the Debtor (and co-owner Mischa) accepted an offer to purchase the Debtor’s real property located at 2670 Bowmont Drive, Beverly Hills, CA 90210, Assessor’s Parcel Number 4388-012-062 (the "Property") to Justin Nappi, and/or nominee ("Nappi"). A true and correct copy of the Purchase Agreement between the Debtor and Nappi is attached hereto as **Exhibit "A."**

By way of summary, the principal terms of agreement are as follows:

- 1 (1) The purchase price is \$7,250,000.
- 2 (2) The Property will be sold "as is, where is" with no warranties or
- 3 representations of any kind whatsoever.
- 4 (3) Undisputed liens, if any, will be paid through escrow.
- 5 (4) Any disputed liens, or liens and claims that still require investigation or
- 6 further proof to establish their validity, if any, will attach to the net proceeds
- 7 of the sale of the Property with the same force, effect, validity, and priority
- 8 that such liens and claims had with respect to the Property.
- 9 (5) Escrow is to close by June 28, 2016.

10

11 **C. Liens, Encumbrances and Other Interests**

12 A review of the Title Report reflects the following liens and/or interests that have
13 been recorded against the Property:

14 a. Property Taxes

15 Beneficiary: Los Angeles County Treasurer and Tax Collector
16 Present Balance: \$199,754.96 (Per Proof of Claim)
17 Undisputed.

18 b. Deed of Trust

19 Beneficiary: DB Private Wealth Mortgage Ltd., a corporation
20 Recorded: 12/14/2009
21 Recorded Amount: \$4,200,000.00
22 Present Balance: \$4,302,398.58 (Per Proof of Claim)
23 Instrument No.: 20091894413 of Official Records
24 Undisputed.

25 c. Abstract of Judgment

26 Judgment Creditor: Doctor's Choice Nursing, Inc.
27 Recorded: 6/7/2013
28 Amount: \$97,042.71

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Present Balance: Unknown
Instrument No.: 20130857189 of Official Records
Disputed¹
d. Deed of Trust
Beneficiary: Strategic Emerging Economics, Inc.
Recorded: 10/9/2014
Amount: \$1,220,000.00
Present Balance: \$1,501,206.90
Instrument No.: 20141072032 of Official Records
Undisputed.
e. Lis Pendens
Creditor: Mike Ireland, an individual
Recorded: 8/17/2015
Amount: \$321,690.30 (Per Proof of Claim)
Present Balance: \$0.00 (Unliquidated)
Claims: Plaintiff alleges an equitable lien.
Instrument No.: 2015-1621339 of Official Records
Disputed²
f. Deed of Trust
Beneficiary: Venable LLP, a Maryland limited liability partnership
Recorded: 12/18/2015
Amount: \$0.00
Present Balance: Unknown
Instrument No.: 15-1621339 of Official Records
Disputed³

¹ The judgment is against Mischa Barton only and shall be paid solely out of her proceeds.
² Lis pendens does not constitute an actual lien against the property, it simply provides notice of pending litigation.
³ The deed of trust is against Mischa Barton only and shall be paid solely out of her proceeds.

1 g. Abstract of Judgment
2 Judgment Creditor: Charles and Emma Houston
3 Recorded: 2/26/2016 and 3/4/2016
4 Amount: \$15,082.32
5 Present Balance: \$15,082.32
6 Instrument No.: 16-214355 and 16-242764 of Official Records
7 Disputed⁴

8 A true and correct copy of the Title Report is attached hereto as **Exhibit "B."**

9
10 **D. Transfer of Disputed Liens and Encumbrances to the Proceeds of Sale**

11 The proposed sale is free and clear of all liens, except as described herein. The
12 Debtor intends to pay the liens of Los Angeles County Treasurer and Tax Collector, DB
13 Private Wealth Mortgage Ltd., and Strategic Emerging Economics, Inc. in full. Any
14 disputed amounts from those liens will attach to the net sale proceeds with the same force,
15 effect, validity and priority that they enjoy as to the Property. With regard to the Doctor's
16 Choice Nursing, Inc. lien and the Venable, LLP deed of trust, the sale will be free and
17 clear of such liens, and all amounts due will be payable solely out of the proceeds due to
18 co-owner Mischa Barton. Any disputed amounts from this lien will attach *only* to the net
19 sale proceeds due to Mischa Barton with the same force, effect, validity and priority that
20 they enjoy as to the Property. The sale will be free and clear of the Mike Ireland lis
21 pendens and also free and clear of the Charles and Emma Houston recorded abstracts.

22
23 **E. Payment of Other Expenses**

24 By this Motion, the Debtor proposes that they be authorized to pay the following
25 additional amounts to the following entities through escrow:

26
27

28 _____
⁴ The same abstract appears to have been recorded twice, both times postpetition, thus such recordings are void.

- 1 (1) Broker's commissions to Douglas Elliman of 2% of total sale proceeds
2 which total \$145,000. Josh Altman and Corey Weiss will each receive 1%
3 of the proceeds of the sale. An employment application has been filed and is
4 pending. It is anticipated that the application will be granted either prior to
5 or concurrently with the granting of this Motion.
- 6 (2) Buyer's commissions: (See above)
- 7 (3) Termite inspection/completion costs are estimated at \$1,728.20.
- 8 (4) Escrow, closing and recording costs, transfer taxes arising out of the sale of
9 the Property, as well as costs of any title insurance endorsements, estimated
10 to be not more than \$65,112.50.

11 A true and correct copy of the Proposed Settlement Statement is attached hereto as Exhibit
12 "C."

13

14 **F. Sale of the Property is in the Best Interest of the Estate**

15 The Debtor respectfully submits that the proposed sale is in the best interest of the
16 estate and its creditors because, as demonstrated herein, the proposed sale will result in a
17 net to the estate in excess of \$450,000 after the payment of all amounts required to be paid
18 to brokers, taxing authorities and closing costs in connection with the sale of the Property.
19 All proceeds of the sale will go to support the Debtor's estate

20

21 **G. Recommended Overbidding Procedures**

22 The Debtor believes that the Court may require an opportunity for overbidding prior
23 to the approval of the proposed sale. As a result, the Debtor proposes the following
24 overbidding procedures:

- 25 (1) The overbid must be all cash and must be at least \$7,300,000 (\$50,000
26 greater than the current offer), with no contingencies to closing whatsoever.
- 27 (2) Any party who would like to bid on the Property during the hearing on the
28 Motion must contact Debtor's counsel at least 24 hours prior to the hearing

1 and provide evidence of financial resources to the Debtor's reasonable
2 satisfaction. Debtor's counsel will provide an information packet to any
3 party who would like to bid on the Property. Any overbidder must also
4 submit, before the time of the hearing, a deposit for the purchase of the
5 Property, by cashier's check or other cash equivalent in the amount of at
6 least \$730,000.

7 (3) Overbid increments will be \$25,000 after the initial overbid.
8

9 **II. DISCUSSION**

10 **A. The Court Should Authorize the Debtor to Sell the Property**

11 ***1. The Debtor Has Complied with All Notice Requirements Under the***
12 ***Bankruptcy Code, Federal Rules of Bankruptcy Procedure, and Local***
13 ***Bankruptcy Rules Governing the Sale of the Property***

14 Section 363(b)(1) provides that the Debtor, "after notice and a hearing, may use,
15 sell or lease, other than in the ordinary course of business, property of the estate." Section
16 102(1) defines "after notice and a hearing" as "after such notice as is appropriate in the
17 particular circumstances."

18 Rule 2002(a)(2) of the Federal Rules of Bankruptcy Procedure requires at least 21
19 days notice of a proposed sale of property of the estate other than in the ordinary course of
20 business, unless the Court for cause shown shortened the time or directs another method of
21 giving notice. Fed. R. Bankr. Proc. 2002 (a)(2) Rule 2002(c)(1) requires that the notice of
22 a proposed sale include the date, time and place of any public sales, the terms and
23 conditions of any private sale, and the time fixed for filing objections. Fed R. Bankr. Proc.
24 2002(c)(1) It also provides that the notice of sale or property is sufficient if it generally
25 describes the property. *Id*

26 Rule 6003(c) provides that a motion for authority to sell property free and clear of
27 liens or other interests must be made in accordance with Rule 9014 and must be served on
28 the parties who have liens or other interests in the property to be sold. Fed R. Benkr. Proc.

1 6004(c) Local Bankruptcy Rule 9013-1(d)(2) requires that a notice of motion and motion
2 be served at least 21 days before the hearing on the date specified in the notice. Loc.
3 Bankr. R. 9013-1(d)(2)

4 The Debtor will serve all creditors in her case. The Debtor has complied with all of
5 the above provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure
6 and the Local Bankruptcy Rules.

7

8 ***2. The Sale Motion Should be Approved Because Good Business Reasons***
9 ***Exist to Approve the Sale of the Property, the Purchase Price for the***
10 ***Property is Fair and Reasonable, and the Proposed Sale is in the Best***
11 ***Interests of the Debtor's Estate and its Creditors***

12 As a general matter, a Court considering a motion to approve a sale under § 363(b)
13 should determine from the evidence presented before it that a “good business reason”
14 exists to grant such a motion. *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d. Cir. 1983). In
15 addition, the Court must further find it is in the best interest of the estate. To make this
16 determination, a Court should consider whether:

- 17 (1) the sale is fair and reasonable (i.e., the price to be paid is adequate);
18 (2) the property has been given adequate marketing;
19 (3) the sale is in good faith (i.e., there is an absence of any lucrative deals with
20 insiders); and
21 (4) adequate notice has been provided to creditors.

22 *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841-2 (Bankr. C.D. Cal. 1991); *In re*
23 *The Landing*, 156 B.R. 246, 249 (Bankr. E.D. Mo. 1993); *In re Mama's Original Foods,*
24 *Inc.*, 234 B.R. 500, 502-505 (C.D. Cal. 1999). The Debtor submits that the proposed sale
25 of the Property to Nappi satisfies each of these requirements.

26 ///

27 ///

28 ///

1 a. Sound Business Purpose

2 The Ninth Circuit Bankruptcy Appellate Panel in *Walter v. Sunwest Bank (In re*
3 *Walter)*, 83 B.R. 14, 19-20 (9th Cir. B.A.P. 1988) has adopted a flexible case-by-case test
4 to determine whether the business purpose for a proposed sale justifies disposition of
5 property of the estate under Section 363(b). The facts pertaining to the sale at issue here
6 amply substantiate the Debtor's business decision that the contemplated sale of the
7 Property to Nappi or a successful overbidder serves the best interests of the estate's
8 creditors and merits the Court's approval. As discussed herein, the Property has been
9 actively marketed since January 2015 by various agents, and most recently by Douglas
10 Elliman since February 2016. In addition, Douglas Elliman listed the Property on the
11 multiple listing services, and directly marketed the property to targeted potential
12 purchasers. Since February 2016, the Debtor has had three (3) offers to purchase the
13 Property in the \$7,000,000 range. Nappi is a serious buyer and has made a sound offer
14 which is roughly \$750,000 higher than the amount appraised by the junior lienholder.

15 Given current market conditions and based upon the Debtor's marketing efforts, the
16 Debtor believes that the Property cannot realistically be sold at a price in excess of that
17 proposed to be paid by Nappi in the short period of time available prior to the foreclosure
18 sale of May 31, 2016. As a result, the proposed sale of the Property should result in the
19 Debtor obtaining the highest and best price for the Property. As set forth in the Debtor's
20 Declaration, the Debtor's projected sales of the Property will generate substantial funds to
21 support the estate. Further, general broker commissions for similar properties are around
22 6%. Since the agent is representing both the buyer and seller and is only taking a 2%
23 commission, the resulting 2% total commissions will save the estate \$290,000 in
24 commissions. Thus, the Debtor believes that the proposed sale of the Property is in the
25 best interest of the Debtor's estate and its creditors.

26

27 b. Fair and Reasonable Price

28

1 In order for a sale to be approved under § 363(b), the purchase price must be fair
2 and reasonable. *See generally, In re Canyon Partnership*, 55 B.R. 520 (Bankr. S.D. Cal.
3 1985). The trustee is given substantial discretion in this regard. *Id.* In addition, Courts
4 have broad discretion with respect to matters under § 363(b). *See Big Shanty Land Corp. v.*
5 *Comer Properties, Inc.*, 61 B.R. 272, 278 (Bankr. N.D. Ga. 1985). In any sale of estate
6 assets, the ultimate purpose is to obtain the highest price for the property sold. *In re Wilde*
7 *Horse Enterprises, Inc.*, 136 B.R. at 841 (*citing Matter of Chung King, Inc.*, 753 F.2d 547
8 (7th Cir. 1985), *In re Alpha Industries, Inc.*, 84 B.R. 703, 705 (Bankr. Mont. 1988)).

9 As discussed herein, the Property has been actively marketed since January 2015 by
10 various agents, and most recently by Douglas Elliman since February 2016. In addition,
11 Douglas Elliman listed the Property on the multiple listing services, and directly marketed
12 the property to targeted potential purchasers. Since February 2016, the Debtor has had
13 three (3) offers to purchase the Property in the \$7,000,000 range. Nappi is a serious buyer
14 and has made a sound offer which is roughly \$750,000 higher than the value as recently
15 appraised by the junior lienholder. As a result, the Debtor submits that the final purchase
16 price to be paid by Nappi or an overbidder represents a fair and reasonable price for the
17 Property.

18

19 c. Adequate Marketing

20 As discussed above, the efforts of Douglas Elliman to market the Property since
21 February 2016 has been extensive. This is above and beyond the efforts of prior listing
22 agents. Douglas Elliman has networked with other agents and brokers, and has listed the
23 Property on the Multiple Listing Service (“MLS”). This offer is roughly \$750,000 higher
24 than the value as recently appraised by the junior lienholder.. The Debtor had three
25 previous offers which were far lower than this value. The Debtor has evaluated the offer
26 on the Property and believes the price is reasonable given market values and seeks to apply
27 the proceeds of the sale to support her estate. Based on the foregoing, the Debtor submits
28 that the Property has been more than adequately marketed.

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d. Good Faith

When a Bankruptcy Court authorizes a sale of assets pursuant to § 363(b)(1), it is required to make a finding with respect to the “good faith” of the purchaser. *In re Abbotts Dairies of Pa., Inc.*, 788 F.2d 143, 149 (3d Cir. 1986). With respect to the Trustee’s conduct in conjunction with the sale of the Property the good faith requirement focuses principally on whether there is any evidence of “fraud, collusion between the purchase and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *Id.* at 147; *In re Wilde Horse Enterprises*, 136 B.R. at 842.

The Debtor negotiated the agreement with Nappi at arm’s length, and Nappi is not related to, nor an “insider” of the Debtor as that term is defined in the Bankruptcy Code. 11 U.S.C. § 101(31). Moreover, there has been no fraud or collusion in connection with the proposed sale because everyone who expressed an interest in the Property was able to make an offer on the Property and which offer was thoroughly considered by the Debtor. Moreover, the proposed sale price is above the market rate for the Property. Based on the foregoing, the Debtor submits that Nappi is a “good faith” purchaser.

e. Accurate and Reasonable Notice

The purpose of the notice is to provide an opportunity for objections and hearing before the Court if there are objections. *In re Karpe*, 84 B.R. 926, 930 (Bankr. MD.Pa. 1988). A notice is sufficient if it includes the terms and conditions of the sale and if it states the time for filing objections. *Id.*

As set forth above, the Debtor served this Notice of Motion and Motion on the United States Trustee, all of the Debtor’s known creditors and all parties requesting special notice. The Notice includes the date, time and place of the sale and the time fixed for filing objections thereto. This Notice and Motion were served upon the parties who have liens and/or claims against, or interests in, the Property, and the Debtor filed the Notice and Form 6004-2 with the Clerk of the Bankruptcy Court, as required by Local Bankruptcy

1 Rule 6007-1(f), so that the Clerk of the Bankruptcy Court could publish information
2 regarding the proposed sale. Thus, the Debtor submits that the notice of the sale should be
3 deemed adequate, accurate and reasonable by the Court.

4

5 **3. The Sale of the Property Should Be Free and Clear of All Liens, Claims,**
6 **and Interests Under 11 U.S.C. § 363(f)**

7 Bankruptcy Code § 363(f) provides that a trustee may sell property of the estate
8 “free and clear of any interest in such property” if:

9 (1) applicable non-bankruptcy law permits the sale of such property free and clear
10 of such interest;

11 (2) such entity consents;

12 (3) such interest is a lien and the price at which such property is to be sold is greater
13 than the aggregate value of all liens on such property;

14 (4) such interest is in bona fide dispute; or

15 (5) such entity could be compelled, in a legal or equitable proceeding, to accept a
16 money satisfaction of such interest.

17 11 U.S.C. § 363(f). Because § 363(f) is in the disjunctive, the Trustee must only meet one
18 of the five subsections of § 363(f) in order to sell the Property free and clear of all liens,
19 claims, and interests. *In re Whittemore*, 37 B.R. 93, 94 (Bankr. D. Or. 1984).

20 Here, § 363(f)(3) applies because the aggregate value of the liens on the Property
21 total \$6,070,438.15. The sale price of \$7,250,000 exceeds the liens by a total of
22 \$1,179,561.85, which is more than sufficient to cover closing costs, the 2% commission
23 and any interest or charges that may have accrued to those liens. As to the disputed liens,
24 section § 363(f)(2), (4) and/or (5) apply thereto as follows. The Venable deed of trust will
25 be paid out of the co-owner’s proceeds. The lis pendens of Mike Ireland is not an actual
26 monetary encumbrance against the Property, it is simply notice of a pending legal action
27 which is disputed and unliquidated. The judgment lien in favor of Doctor’s Choice
28 Nursing, Inc. is simply a money judgment and moreover is not a charge against the

1 Debtor's estate. The abstract in favor of the Houstons is void ab initio as being in violation
2 of the automatic stay. *In re Schwartz*, 954 F.2d 569, 571 (9th Cir. 1992). The Debtor
3 anticipates that the Houston abstracts will be voluntarily removed prior to the hearing on
4 this Motion.

5
6 **B. The Debtor Requests that the Court Waive the 14-Day Waiting Period in**
7 **Bankruptcy Rule 6004(h)**

8 Bankruptcy Rule 6004(h) provides, among other things, that an order authorizing
9 the sale of property is stayed until the expiration of 14 days after entry of the order, unless
10 the Court orders otherwise. Here, all parties with a lien, claim or interest in the Property,
11 and all creditors of the estate, have been served with notice of the sale and an opportunity
12 to object and the *fourteen-day waiting period could only operate to delay the closing of*
13 *escrow*. As a result, under these circumstances, the Court should waive the fourteen-day
14 stay of Bankruptcy Rule 6004(h) to permit the Debtor to proceed with the close of escrow
15 on the sale as soon as possible.

16
17 **III. CONCLUSION**

18 WHEREFORE, the Debtor respectfully requests that the Court enter an order:

- 19 (1) Finding that notice of the Motion was adequate and appropriate under the
20 circumstances;
- 21 (2) Granting the Motion in its entirety;
- 22 (3) Authorizing and approving the sale of the Property to Nappi or to another
23 successful bidder, free and clear of all liens, claims, and interests;
- 24 (4) Approving the bidding procedures described in the Memorandum of Points
25 and Authorities;
- 26 (5) Finding that the successful bidder is a good faith purchaser for the purposes
27 of 11 U.S.C. § 363(m);

28

- 1 (6) Authorizing the Debtor to take all necessary and reasonable steps to
2 consummate the sale of the Property;
- 3 (7) Authorizing the payment of the commissions described in the Memorandum
4 of Points and Authorities at the close of escrow;
- 5 (8) Authorizing payments of the liens, claims and interests on and against the
6 Property (collectively referred to herein as the "Liens, Claims and Interest"),
7 with the exception of the Ireland Lis Pendens and the Houston Judgment
8 Liens, to the extent set forth in the Memorandum of Points and Authorities;
- 9 (9) Authorizing the payment of real property taxes, plus interest, owed on the
10 Property and all usual and customary escrow and closing and recording costs
11 generally attributable to a seller of real property, at the close of escrow;
- 12 (10) Transferring and attaching the liens, claims, and interests or portions of liens,
13 claims and interests still unpaid at the close of escrow (collectively referred
14 to as the "Remaining Liens, Claims, and Interests"), with the exception of
15 the Ireland Lis Pendens and the Houston Judgment Liens, from the Property
16 to the net proceeds of the sale of the Property with the same force, effect,
17 validity and priority that any and all such Liens, Claims and Interests had
18 with respect to the Property;
- 19 (11) Authorizing the Debtor to hold that portion of the sale proceeds attributable
20 to disputed claims of exemption, liens and encumbrances, with the exception
21 of the Ireland Lis Pendens and the Houston Judgment Liens, pending further
22 orders of this Court;
- 23 (12) Compelling all holders of the liens and encumbrances, if any, to execute any
24 and all documentation that may be required to allow escrow to close;
- 25 (13) Allowing the Debtor, pursuant to 11 U.S.C. § 542(a), to deliver the Property
26 to Nappi, free and clear of any tenancy;
- 27 (14) Waiving the fourteen-day waiting period set forth in Bankruptcy Rule
28 6004(h); and

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(15) Granting such other and further relief as the Court deems just and proper
under the circumstances.

Dated: May 2, 2016

GHANOONI LAW FIRM

By: /s/ Eliza Ghanooni
Donna R. Dishbak
Eliza Ghanooni
Carolyn M. Afari
Attorneys for Debtor
Nuala Barton

1 **DECLARATION OF NUALA BARTON IN SUPPORT THEREOF**

2 I, NUALA BARTON, declare as follows:

3 1. I am the Debtor in this Chapter 11 Bankruptcy case. I have personal
4 knowledge of the facts set forth herein, and if called as a witness, I could and would testify
5 competently with respect thereto. Where facts are alleged upon information and belief, I
6 believe them to be true.

7 2. I ("the Debtor"), commenced my bankruptcy case by filing a voluntary
8 petition under Chapter 11 of 11 U.S.C. §101 et seq. (the "Bankruptcy Code") on February
9 3, 2016.

10 3. I am an individual who is a film producer and former manager to my
11 daughter, Mischa Barton ("Mischa"). I co-own my home with Mischa. In or about 2014,
12 Mischa and I had a falling out resulting in Mischa firing me as her manager and Mischa
13 bringing suit against me. Ultimately Mischa and I entered into a settlement resolving our
14 dispute, however the settlement was not reached until our real property was on the brink of
15 foreclosure. I filed the case to stop the foreclosure on the real property.

16 4. I filed the instant bankruptcy case in order to reorganize my debts by selling
17 my real property which will allow me to pay her various creditors. The junior lienholder on
18 the Property, Strategic Emerging Economics, Inc., ("Strategic") obtained an order granting
19 relief from stay with no foreclosure sale to be set prior to May 31, 2016. If I am not able
20 to sell the Property prior to the foreclosure sale, then a significant amount of equity will be
21 lost to foreclosure.

22 5. On April 29, 2016, Mischa and I accepted an offer to purchase the real
23 property located at 2670 Bowmont Drive, Beverly Hills, CA 90210, Assessor's Parcel
24 Number 4388-012-062 (the "Property") by Justin Nappi, and/or nominee ("Nappi"). A
25 true and correct copy of the Purchase Agreement between Nappi, Mischa and I is attached
26 hereto as **Exhibit "A."**

27 6. By way of summary, the principal terms of agreement are as follows:

28 (1) The purchase price is \$7,250,000.

- 1 (2) The Property will be sold “as is, where is” with no warranties or
2 representations of any kind whatsoever.
- 3 (3) Undisputed liens, if any, will be paid through escrow.
- 4 (4) Any disputed liens, or liens and claims that still require investigation or
5 further proof to establish their validity, if any, will attach to the net proceeds
6 of the sale of the Property with the same force, effect, validity, and priority
7 that such liens and claims had with respect to the Property.
- 8 (5) Escrow is to close by June 28, 2016.

9 7. A review of the Title Report reflects the following liens and/or interests that
10 have been recorded against the Property:

- 11 a. Property Taxes
12 Beneficiary: Los Angeles County Treasurer and Tax Collector
13 Present Balance: \$199,754.96 (Per Proof of Claim)
14 Undisputed.
- 15 b. Deed of Trust
16 Beneficiary: DB Private Wealth Mortgage Ltd., a corporation
17 Recorded: 12/14/2009
18 Recorded Amount: \$4,200,000.00
19 Present Balance: \$4,302,398.58 (Per Proof of Claim)
20 Instrument No.: 20091894413 of Official Records
21 Undisputed.
- 22 c. Abstract of Judgment
23 Judgment Creditor: Doctor’s Choice Nursing, Inc.
24 Recorded: 6/7/2013
25 Amount: \$97,042.71
26 Present Balance: Unknown
27 Instrument No.: 20130857189 of Official Records
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Disputed⁵

d. Deed of Trust

Beneficiary: Strategic Emerging Economics, Inc.

Recorded: 10/9/2014

Amount: \$1,220,000.00

Present Balance: \$1,501,206.90

Instrument No.: 20141072032 of Official Records

Undisputed.

e. Lis Pendens

Creditor: Mike Ireland, an individual

Recorded: 8/17/2015

Amount: \$321,690.30 (Per Proof of Claim)

Present Balance: \$0.00 (Unliquidated)

Claims: Plaintiff alleges an equitable lien.

Instrument No.: 2015-1621339 of Official Records

Disputed⁶

f. Deed of Trust

Beneficiary: Venable LLP, a Maryland limited liability partnership

Recorded: 12/18/2015

Amount: \$0.00

Present Balance: Unknown

Instrument No.: 15-1621339 of Official Records

Disputed⁷

g. Abstract of Judgment

Judgment Creditor: Charles and Emma Houston

⁵ The judgment is against Mischa Barton only and shall be paid solely out of her proceeds.

⁶ Lis pendens does not constitute an actual lien against the property, it simply provides notice of pending litigation.

⁷ The deed of trust is against Mischa Barton only and shall be paid solely out of her proceeds.

1 Recorded: 2/26/2016 and 3/4/2016
2 Amount: \$15,082.32
3 Present Balance: \$15,082.32
4 Instrument No.: 16-214355 and 16-242764 of Official Records
5 Disputed⁸

6 8. A true and correct copy of the Title Report is attached hereto as **Exhibit**
7 **"B."**

8 9. The proposed sale is free and clear of all liens, except as described herein. I
9 intend to pay the liens of Los Angeles County Treasurer and Tax Collector, DB Private
10 Wealth Mortgage Ltd., and Strategic Emerging Economics, Inc. in full. Any disputed
11 amounts from those liens will attach to the net sale proceeds with the same force, effect,
12 validity and priority that they enjoy as to the Property. With regard to the Doctor's Choice
13 Nursing, Inc. lien and the Venable, LLP deed of trust, the sale will be free and clear of
14 such liens, and all amounts due will be payable solely out of the proceeds due to co-owner
15 Mischa Barton. Any disputed amounts from this lien will attach *only* to the net sale
16 proceeds due to Mischa Barton with the same force, effect, validity and priority that they
17 enjoy as to the Property. The sale will be free and clear of the Mike Ireland lis pendens
18 and also free and clear of the Charles and Emma Houston recorded abstracts.

19 10. By this Motion, I propose that they be authorized to pay the following
20 additional amounts to the following entities through escrow:

21 (1) Broker's commissions to Douglas Elliman of 2% of total sale proceeds
22 which total \$145,000. Josh Altman and Corey Weiss will each receive 1%
23 of the proceeds of the sale. An employment application has been filed and is
24 pending. It is anticipated that the application will be granted either prior to
25 or concurrently with the granting of this Motion.

26 (2) Buyer's commissions: (See above)
27

28 ⁸ The same abstract appears to have been recorded twice, both times postpetition, thus such recordings are void.

1 (3) Termite inspection/completion costs are estimated at \$1,728.20.

2 (4) Escrow, closing and recording costs, transfer taxes arising out of the sale of
3 the Property, as well as costs of any title insurance endorsements, estimated
4 to be not more than \$65,112.50.

5 11. A true and correct copy of the Proposed Settlement Statement is attached
6 hereto as **Exhibit "C."**

7 12. I respectfully submit that the proposed sale is in the best interest of the estate
8 and its creditors because, as demonstrated herein, the proposed sale will result in a net to
9 the estate in excess of \$450,000 after the payment of all amounts required to be paid to
10 brokers, taxing authorities and closing costs in connection with the sale of the Property.
11 All proceeds of the sale will go to support my estate.

12 13. I believe that the Court may require an opportunity for overbidding prior to
13 the approval of the proposed sale. As a result, I propose the following overbidding
14 procedures:

15 (1) The overbid must be all cash and must be at least \$7,300,000 (\$50,000
16 greater than the current offer), with no contingencies to closing whatsoever.

17 (2) Any party who would like to bid on the Property during the hearing on the
18 Motion must contact Debtor's counsel at least 24 hours prior to the hearing
19 and provide evidence of financial resources to the Debtor's reasonable
20 satisfaction. Debtor's counsel will provide an information packet to any
21 party who would like to bid on the Property. Any overbidder must also
22 submit, before the time of the hearing, a deposit for the purchase of the
23 Property, by cashier's check or other cash equivalent in the amount of at
24 least \$730,000.

25 (3) Overbid increments will be \$25,000 after the initial overbid.

26 14. I will serve all creditors in my case.

27 15. The Property has been actively marketed since January 2015 by various
28 agents, and most recently by Douglas Elliman since February 2016. In addition, Douglas

1 Elliman listed the Property on the multiple listing services, and directly marketed the
2 property to targeted potential purchasers. Since February 2016, I have had three (3) offers
3 to purchase the Property in the \$7,000,000 range. Nappi is a serious buyer and has made a
4 sound offer which is roughly \$750,000 higher than the amount appraised by the junior
5 lienholder.

6 16. Given current market conditions and based upon my marketing efforts, I
7 believe that the Property cannot realistically be sold at a price in excess of that proposed to
8 be paid by Nappi in the short period of time available prior to the foreclosure sale of May
9 31, 2016. As a result, the proposed sale of the Property should result in the estate
10 obtaining the highest and best price for the Property. My projected sale of the Property will
11 generate substantial funds to support the estate. Further, general broker commissions for
12 similar properties are around 6%. Since the agent is representing both myself and seller
13 and is only taking a 2% commission, the resulting 2% total commissions will save the
14 estate \$290,000 in commissions. Thus, I believe that the proposed sale of the Property is
15 in the best interest of my estate and its creditors.

16 17. As discussed herein, the Property has been actively marketed since January
17 2015 by various agents, and most recently by Douglas Elliman since February 2016. In
18 addition, Douglas Elliman listed the Property on the multiple listing services, and directly
19 marketed the property to targeted potential purchasers. Since February 2016, I have had
20 three (3) offers to purchase the Property in the \$7,000,000 range. Nappi is a serious buyer
21 and has made a sound offer which is roughly \$750,000 higher than the value as recently
22 appraised by the junior lienholder. As a result, I submit that the final purchase price to be
23 paid by Nappi or an overbidder represents a fair and reasonable price for the Property.

24 18. As discussed above, the efforts of Douglas Elliman to market the Property
25 since February 2016 has been extensive. This is above and beyond the efforts of prior
26 listing agents. Douglas Elliman has networked with other agents and brokers, and has
27 listed the Property on the Multiple Listing Service ("MLS"). This offer is roughly
28 \$750,000 higher than the value as recently appraised by the junior lienholder. I had three

1 previous offers which were far lower than this value. I have evaluated the offer on the
2 Property and believe the price is reasonable given market values and seek to apply the
3 proceeds of the sale to support my estate. Based on the foregoing, I submit that the
4 Property has been more than adequately marketed.

5 19. I negotiated the agreement with Nappi at arm's length, and Nappi is not
6 related to, nor an "insider" of me as the Debtor as that term is defined in the Bankruptcy
7 Code. 11 U.S.C. § 101(31). Moreover, there has been no fraud or collusion in connection
8 with the proposed sale because everyone who expressed an interest in the Property was
9 able to make an offer on the Property and which offer was thoroughly considered by me.
10 Moreover, the proposed sale price is above the market rate for the Property. Based on the
11 foregoing, I submit that Nappi is a "good faith" purchaser.

12 20. I served this Notice of Motion and Motion on the United States Trustee, all
13 of my known creditors and all parties requesting special notice. The Notice includes the
14 date, time and place of the sale and the time fixed for filing objections thereto. This Notice
15 and Motion were served upon the parties who have liens and/or claims against, or interests
16 in, the Property, and the Debtor filed the Notice and Form 6004-2 with the Clerk of the
17 Bankruptcy Court, as required by Local Bankruptcy Rule 6007-1(f), so that the Clerk of
18 the Bankruptcy Court could publish information regarding the proposed sale. Thus, I
19 submits that the notice of the sale should be deemed adequate, accurate and reasonable by
20 the Court.

21 I declare under penalty of perjury under the laws of the United States of America
22 that the foregoing is true and correct.

23 Executed on May 2, 2016, at Beverly Hills, California.

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27 **Nuala Barton**
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DECLARATION OF JOSH ALTMAN IN SUPPORT THEREOF

I, Josh Altman, declare as follows:

1. I am the listing agent for the Debtor in this Chapter 11 Bankruptcy case. I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify competently with respect thereto. Where facts are alleged upon information and belief, I believe them to be true.

2. The facts pertaining to the sale at issue here amply substantiate the Debtor's business decision that the contemplated sale of the Property to Nappi or a successful overbidder serves the best interests of the estate's creditors and merits the Court's approval.

3. The Property has been actively marketed since January 2015 by various agents, and most recently by Douglas Elliman since February 2016. In addition, Douglas Elliman listed the Property on the multiple listing services, and directly marketed the property to targeted potential purchasers. Since February 2016, I have had three (3) offers to purchase the Property in the \$7,000,000 range. Nappi is a serious buyer and has made a sound offer which is roughly \$750,000 higher than the amount appraised by the junior lienholder.

4. Given current market conditions and based upon my marketing efforts, I believe that the Property cannot realistically be sold at a price in excess of that proposed to be paid by Nappi in the short period of time available prior to the foreclosure sale of May 31, 2016. As a result, the proposed sale of the Property should result in the estate obtaining the highest and best price for the Property. My projected sale of the Property will generate substantial funds to support the estate. Further, general broker commissions for similar properties are around 6%. Since the agent is representing both myself and seller and is only taking a 2% commission, the resulting 2% total commissions will save the estate \$290,000 in commissions. Thus, I believe that the proposed sale of the Property is in the best interest of my estate and its creditors.

Exhibit A



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
TABLE OF ATTACHED FORMS
(04/15)

Attached Forms

The RPA-CA includes the following forms in the following order:

- Disclosure Regarding Real Estate Agency (2 pages)
(C.A.R. Form AD-2)..... (starting on second page)
- Possible Representation - Buyer/Seller (1 page)
(C.A.R. Form PRBS)..... (starting on fourth page)
- Table of Contents - Residential Purchase Agreement
(C.A.R. Form TOC-RPA).....(starting on fifth page)
- Residential Purchase Agreement (10 pages)
(C.A.R. Form RPA-CA)..... (starting on sixth page)
- Buyer Inspection Advisory (1 page)
(C.A.R. Form BIA)..... (starting on sixteenth page)

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11/14 (PAGE 1 OF 1)

TABLE OF ATTACHED FORMS





CALIFORNIA ASSOCIATION OF REALTORS®

Main Document Page 37 of 79 DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

DocuSigned by: Justin Nappi And Co. Nominees Date 4/29/2016

Buyer Seller Landlord Tenant Date

Agent By Douglas Elliman Real Estate Broker (Firm) BRE Lic. # 01947727 Cory Weiss (Salesperson or Broker-Associate) Cory Weiss BRE Lic. # 01309146 Date 4/29/2016

Agency Disclosure Compliance (Civil Code §2079.14): • When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant. • When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here: 4/29/2016

Seller/Landlord Mischa A Barton Date 4/29/2016 Seller/Landlord Nuala Barton Date 04/29/2016

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Reviewed by Date



AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the seller exclusively; or both the buyer and seller. (Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller. (Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/14 (PAGE 2 OF 2)

Reviewed by _____ Date _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller Disclosure and Consent and agrees to the agency possibilities disclosed.

4/29/2016

Seller Mischa A Barton Date
Seller Nuala Barton Date 04/29/2016
Buyer Justin Nappi And/Or Nominee Date
Buyer Date

Real Estate Broker Douglas Elliman CalBRE Lic # 01947727 Date
By Josh Altman CalBRE Lic # 01764587 Date 4/29/2016

Real Estate Broker Douglas Elliman CalBRE Lic # 01947727 Date
By Cory Weiss CalBRE Lic # 01309146 Date 4/29/2016

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



**CALIFORNIA
ASSOCIATION
OF REALTORS®**

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(C.A.R. Form TOC-RPA 11/14)**

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: 04/29/2016

1. OFFER:

- A. THIS IS AN OFFER FROM Justin Nappi And/Or Nominee ("Buyer").
B. THE REAL PROPERTY to be acquired is 2670 Bowmont Drive, Beverly Hills, CA 90210, situated in Beverly Hills (City), Los Angeles (County), California, 90210 (Zip Code), Assessor's Parcel No. 4388-012-062 ("Property").
C. THE PURCHASE PRICE offered is Seven Million, Two Hundred Fifty Thousand Dollars \$ 7,250,000.00
D. CLOSE OF ESCROW shall occur on (date) or X 60 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a X "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Douglas Elliman (Print Firm Name) is the agent of (check one): the Seller exclusively; or X both the Buyer and Seller. Selling Agent Douglas Elliman (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a X "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 217,500.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or);
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 5,437,500.00
This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed 4.000 % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$
This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % . Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS:

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 1,595,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): \$ 7,250,000.00

Buyer's Initials (Signature)

Seller's Initials (Signature)

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RPA-CA REVISED 12/15 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210

Date: April 29, 2016

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

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ___) Days After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's 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 paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within 21 (or ___) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

A. ADDENDA:

	Addendum #	(C.A.R. Form ADM)
Back Up Offer Addendum (C.A.R. Form BUO)		Court Confirmation Addendum (C.A.R. Form CCA)
Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)		
Short Sale Addendum (C.A.R. Form SSA)		Other

B. BUYER AND SELLER ADVISORIES:

Probate Advisory (C.A.R. Form PA)	<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
Trust Advisory (C.A.R. Form TA)	<input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
Short Sale Information and Advisory (C.A.R. Form SSIA)	REO Advisory (C.A.R. Form REQ)
	Other

6. OTHER TERMS: 1. Buyer may assign this Purchase Agreement to a different corporation prior to close of escrow.

2. Buyer and Sellers are fully aware and understand that Douglas Elliman is representing and acting as dual Brokerage for both Seller and Buyer.

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

(1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by Seller's choice

(2) Buyer Seller shall pay for the following Report Termite report and Section 1 work prepared by Licensed company of Buyer's choice

(3) Buyer Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials (DS)

Seller's Initials (DS) (NPB)

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)



Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210

Date: April 29, 2016

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer X Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
(2) (i) Buyer X Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) Buyer X Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) X Buyer X Seller shall pay escrow fee Each pay their own
(b) Escrow Holder shall be Homestead Escrow (Gracie Jaramillo)
(c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) Buyer X Seller shall pay for owner's title insurance policy specified in paragraph 13E
(b) Owner's title policy to be issued by First American (Loren Goldman)
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer X Seller shall pay County transfer tax or fee
(2) Buyer X Seller shall pay City transfer tax or fee
(3) Buyer X Seller shall pay Homeowners' Association ("HOA") transfer fee if applicable
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
(5) Buyer X Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(6) Buyer to pay for any HOA certification fee.
(7) Buyer X Seller shall pay for any private transfer fee if applicable
(8) Buyer Seller shall pay for
(9) Buyer Seller shall pay for
(10) Buyer X Seller shall pay for the cost, not to exceed \$ 1,200.00, of a standard (or X upgraded) one-year home warranty plan, issued by Buyer's choice, with the following optional coverages: X Air Conditioner X Pool/Spa X Other: Buyer's choice of options
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: X all stove(s), except ; X all refrigerator(s) except ; X all washer(s) and dryer(s), except
(3) The following additional items:
(4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are () are NOT) included in the sale.
(5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii)

Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or X will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials ([Signature])

Seller's Initials ([Signature])

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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2670 Bowmont



Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210

Date: April 29, 2016

9. CLOSING AND POSSESSION:

- A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (5 AM/ PM) on the date of Close Of Escrow; (ii) no later than calendar days after Close Of Escrow; or (iii) at AM/ PM on
- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form SiP, for Seller continued occupancy of less than 30 days, C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property: Property shall be vacant at least 5 (or) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

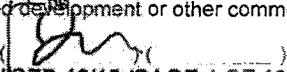
OR **Tenant to remain in possession (C.A.R. Form TIP).**

- E. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) **SELLER HAS: 7 (or) Days** After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials 

Seller's Initials DS  NPB 

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"), (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

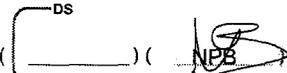
12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials ()
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Seller's Initials () ()


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Date: April 29, 2016

E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

14. 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 paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

B. (1) BUYER HAS: 17 (or 14) Days After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in paragraph 14B(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 paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).

(5) Access to Property: Buyer shall have access to the Property to conduct inspections and investigations for 17 (or) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

C. REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.

D. 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 the return of Buyer's deposit, except for fees incurred by Buyer.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party 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 or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.

F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

G. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

H. 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, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials () ()
RPA-CA REVISED 12/15 (PAGE 6 OF 10)

Seller's Initials () ()
NBP



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 6 OF 10)

Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210

Date: April 29, 2016

- 15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. **BROKERS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or _____) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
 - B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials ([Signature])
RPA-CA REVISED 12/15 (PAGE 7 OF 10)

Seller's Initials ([Signature]) ([Signature])
EQUAL HOUSING OPPORTUNITY

Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210

Date: April 29, 2016

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. 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 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM 11D).

Buyer's Initials [Signature]

Seller's Initials [Signature]

22. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties 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 through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties 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 22C.

B. ARBITRATION OF DISPUTES:

The Parties 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. The Parties 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 22C.

"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 [Signature]

Seller's Initials [Signature]

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are 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; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials [Signature]

Seller's Initials [Signature]

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210

Date: April 29, 2016

(2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) 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; or (iii) the filing of a mechanic's lien.

(3) BROKERS: Brokers shall not be obligated nor 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 this Agreement.

23. 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.

24. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

25. 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 22A.

26. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOOA).

27. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

28. 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 initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, 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. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. 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.

29. 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.

30. DEFINITIONS: As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means 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 Party.
K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Cory Weiss who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by X 6:00 AM/ X PM, on April 29, 2016 (date)).

One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 4/29/2016 BUYER Justin Nappi And/Or Nominees

Date BUYER

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

Seller's Initials (NJB)

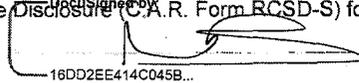


Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210 Date: April 29, 2016

32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 7/29/2016 SELLER 
(Print name) Mischa A Barton 16DD2EE414C045B...

Date _____ SELLER
(Print name) Nuala Barton

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

(_____/_____) (Do not initial if making a counter offer.) 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.

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.
- C. If specified in paragraph 3A(2), Agent who submitted the 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, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). 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.

DocuSigned by:
Real Estate Broker (Selling Firm) Douglas Elliman CalBRE Lic. # 01947727
By Cory Weiss CalBRE Lic. # 01309146 Date 4/29/2016
By Cory Weiss CalBRE Lic. # _____ Date _____
Address 150 S. El Camino Dr. Suite 150 City Beverly Hills State CA Zip 90212
Telephone (310)922-1124 Fax _____ E-mail cory.weiss@elliman.com

DocuSigned by:
Real Estate Broker (Listing Firm) Douglas Elliman CalBRE Lic. # 01947727
By Josh Altman CalBRE Lic. # 01764587 Date 4/29/2016
By Josh Altman CalBRE Lic. # _____ Date _____
Address 150 S. El Camino Dr. Suite 150 City Beverly Hills State CA Zip 90212
Telephone (323)610-0231 Fax _____ E-mail josh@thealtmanbrothers.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____
Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder has the following license number # _____
 Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

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 _____

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525 South Virgil Avenue, Los Angeles, California 90020
Buyer Acknowledges that page 10 is part of this Agreement


Buyer's Initials _____

Reviewed by _____
Broker or Designee



RPA-CA REVISED 12/15 (PAGE 10 of 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)



CALIFORNIA ASSOCIATION OF REALTORS®

Main Document Page 51 of 79 BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 2670 Bowmont Drive, Beverly Hills, CA 90210 ("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer Justin Nappi

Buyer

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Reviewed by Date



BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

Exhibit B

CLTA Preliminary Report Form
(Rev. 11/06)

Order Number: 5146812
Page Number: 1



First American Title

First American Title Company

**655 North Central Avenue, 8th Floor
Glendale, CA 91203**

California Department of Insurance License No. 151

Gracie Jaramillo
Homestead Escrow, Inc
24050 Aliso Creek Road, Suite 200
Laguna Niguel, CA 92677
Phone:
Fax:

Customer Reference: 2670 Bowmont

Order Number: 5146812 (MP)

Title Officer: Michelle Pascual
Phone: (818)550-2517
Fax No.: (866)878-7977
E-Mail: mpascual@firstam.com
Property: 2670 Bowmont Drive
Beverly Hills, CA 90210

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 14, 2016 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2010) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Mischa A.M. Barton A Single Woman and Nuala P. Barton, A Married Woman As Her Sole And Separate Property, As Joint Tenants, Subject To Item No. 26

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee as to Parcel 1; An Easement as to Parcels 2, 3, 4 and 5

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment:	\$43,626.80, DELINQUENT
Penalty:	\$4,362.68
Second Installment:	\$43,626.79, DELINQUENT
Penalty:	\$4,372.68
Tax Rate Area:	44-00067
A. P. No.:	4388-012-062
3. The lien of defaulted taxes for the fiscal year 2014-2015, and any subsequent delinquencies.

Tax Rate Area:	44-00067
A. P. No.:	4388-012-062
Amount to redeem:	\$110,764.94
Valid through:	MAY 2016
Amount to redeem:	\$112,078.06

Valid through: JUNE 2016

Please contact the tax office to verify the payoff amount.

4. The lien of defaulted taxes for the fiscal year 2014-2015. Please contact the tax office to verify the payoff amount.
5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. Any easements and/or servitudes affecting easement parcel(s) 2, 3, 4 and 5 herein described.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Provision of the dedication statement on the map of said Tract, which offers the land herein described for future street or alley and restrict the use thereof.
9. Covenants, conditions, restrictions and easements in the document recorded as Book 24362, Page 161 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

An easement as contained in the above document.

For: road and public utility and incidental purposes.

10. An easement for roads and incidental purposes in the document recorded as Book 16890, Page 299 of Official Records.

By an Instrument recorded March 11, 1947 in Book 24323 Page 191, of Official Records, the City of Los Angeles did consent to the use of said easements as therein provided subject, however, to the conditions and limitations referred to therein.

The effect of an Agreement affecting Parcel 1, dated July 30, 1953, between Maniel A. Ziffren and the Department of Water and Power of the City of Los Angeles by Board of Water and Power Commissioners, wherein first party agrees to accept such water supply as a second party is able to render from its existing distributary system, and to maintain upon said Parcel 2 a tank to furnish an auxiliary supply of water to said land and release and discharge second party from any and all claims for damages by reason of said water supply service, recorded October 1, 1953 as Instrument No. 3120 in Book 42826 Page 265, of Official Records.

11. The terms and provisions contained in the document entitled "The Effect of a Notice that Fire Hazards on Property are a Public Nuisance and that Abatement has been or will be done by the public street city of Property Assessed" recorded May 30, 2000 as Instrument No. 95-1535824 of Official Records.

12. An offer of dedication for public street and incidental purposes, recorded May 30, 2000 as Instrument No. 00-0826224 of Official Records.
To: The City of Los Angeles

And accepted by Resolution, a certified copy of which was recorded February 7, 2001 as Instrument No. 01-0205532, of Official Records.
13. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded December 05, 2000 as Instrument No. 00-1888372 of Official Records.
14. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded December 05, 2000 as Instrument No. 00-1888373 of Official Records.
15. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded December 05, 2000 as Instrument No. 00-1888375 of Official Records.
16. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded APRIL 23, 1951 as Instrument No. 607 in Book 36107, Page 252 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

An easement as contained in the above document.
For: Sanitary sewer and incidental purposes. and incidental purposes.
17. An easement for roadway, driveway, grading, retaining walls, sanitary sewer, drainage, cross lot drainage, all utilities, both public and private including, but not limited to, water, power, telephone, cable tv, gas, storm drain, date, together with appurtenant structures and equipment together with all necessary or convenient means of ingress to and egress from said land and property for the purpose of exercising the right herein and incidental purposes in the document recorded August 15, 2002 as Instrument No. 02-1925361 of Official Records.
18. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded MAY 14, 2003 as Instrument No. 03-1370681 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
19. The terms and provisions contained in the document entitled "Affidavit G2-Drainage Easement" recorded August 20, 2003 as Instrument No. 03-2416105 of Official Records.

20. A deed of trust to secure an original indebtedness of \$4,200,000.00 recorded December 14, 2009 as INSTRUMENT NO. 09-1894413 OF OFFICIAL RECORDS.

Dated: December 07, 2009
Trustor: MISCHA A.M. BARTON, A SINGLE WOMAN, AND NUALA P. BARTON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS
Trustee: PROGRESSIVE TITLE COMPANY
Beneficiary: DB PRIVATE WEALTH MORTGAGE LTD.

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
- i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

A document recorded July 01, 2014 as INSTRUMENT NO. 14-676836 OF OFFICIAL RECORDS provides that OLD REPUBLIC TITLE COMPANY was substituted as trustee under the deed of trust.

A notice of default recorded November 18, 2015 as INSTRUMENT NO. 15-1441061 OF OFFICIAL RECORDS.

A notice of trustee's sale recorded February 19, 2016 as INSTRUMENT NO. 16-182938 OF OFFICIAL RECORDS.

21. A certified copy of a judgment or an abstract thereof, recorded June 07, 2013 as INSTRUMENT NO. 13-857189 of Official Records.

Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
Case No.: PC049092
Debtor: MISCHA BARTON
Creditor: DOCTORS' CHOICE NURSING, INC.
Amount: \$97,042.71, and any other amounts due thereunder.

22. A writ of execution recorded January 17, 2014 as instrument no. INSTRUMENT NO. 14-57619 of Official Records.

Court: L.A. SUPERIOR COURT
Case No.: PC049092 R
Plaintiff: DOCTORS CHOICE NURSING
Defendant: MISCHA BARTON
Amount Secured: \$104,801.32

23. A deed of trust to secure an original indebtedness of \$1,220,000.00 recorded October 09, 2014 as INSTRUMENT NO. 14-1072032 OF OFFICIAL RECORDS.

Dated: October 08, 2014
Trustor: MISCHA A.M. BARTON, A SINGLE WOMAN, AND NUALA P. BARTON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS
Trustee: FIDELITY NATIONAL TITLE COMPANY
Beneficiary: STRATEGIC EMERGING ECONOMICS, INC.

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

A document recorded October 08, 2015 as INSTRUMENT NO. 15-1246002 OF OFFICIAL RECORDS provides that BEST ALLIANCE FORECLOSURE AND LIEN SERVICES, CORP. was substituted as trustee under the deed of trust.

A notice of default recorded October 08, 2015 as INSTRUMENT NO. 15-1246003 OF OFFICIAL RECORDS.

A notice of trustee's sale recorded January 12, 2016 as INSTRUMENT NO. 16-32323 OF OFFICIAL RECORDS.

24. Notice of pendency of action recorded August 17, 2015 as INSTRUMENT NO. 15-1007461 of Official Records.

Court: SUPERIOR COUNTY OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
Case No.: BC589040
Plaintiff: MIKE IRELAND, AN INDIVIDUAL
Defendant: NUALA P. BARTON, AN INDIVIDUAL; MISCHA A.M. BARTON, AND DOES 1-10;
Purpose: ACTION ALLEGES A CLAIM AFFECTING SAID LAND

25. A deed of trust to secure an original indebtedness of \$0.00 recorded December 24, 2015 as INSTRUMENT NO. 15-1621339 OF OFFICIAL RECORDS.

Dated: December 18, 2015
Trustor: MISCHA A.M. BARTON, AN UNMARRIED WOMAN
Trustee: CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION
Beneficiary: VENABLE LLP, A MARYLAND LIMITED LIABILITY PARTNERSHIP

Affects: THE ABOVE TRUSTOR'S INTEREST ONLY

Notes:

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, we will require all of the following prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance signed by all present beneficiaries.
- b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
- c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company

26. Proceedings pending in the Bankruptcy Court of the UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA District of the U.S. District Court, California, entitled in re: NUALA BARTON, debtor, Case No. 11380 TD, wherein a petition for relief was filed under Chapter 11 on February 03, 2016.

The effect of a document entitled "CERTIFIED VOLUNTARY PETITION", recorded February 17, 2016 as INSTRUMENT NO. 16-169463 of Official Records.

27. A certified copy of a judgment or an abstract thereof, recorded February 26, 2016 as INSTRUMENT NO. 16-214355, AND RECORDED MARCH 4, 2016 AS INSTRUMENT NO. 16-242764, BOTH of Official Records.

Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE
Case No.: 14K12796
Debtor: NUALA BARTON
Creditor: CHARLES HOUSTON AND EMMA HOUSTON
Amount: \$15,082.32, and any other amounts due thereunder.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 2670 BOWMONT DRIVE, BEVERLY HILLS, CA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Beverly Hills, County of Los Angeles, State of California, described as follows:

PARCEL 1:

THAT PORTION OF LOT 9 OF TRACT NO. 11590, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 229, PAGES 47 TO 49, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THAT NORTHEASTERLY LINE OF SAID LOT 9 WHICH HAS THE BEARING OF NORTH 54° 08' 37" WEST AS SHOWN ON SAID MAP, DISTANT THEREON SOUTH 54° 08' 37" EAST 45 FEET FROM THE NORTHWESTERLY TERMINUS OF SAID COURSE, SAID NORTHWESTERLY TERMINUS BEING A POINT ON THE EASTERLY LINE OF THE FUTURE STREET (30 FEET WIDE) ALONG THE WESTERLY BOUNDARY OF SAID LOT 9 AS SHOWN ON SAID MAP; THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 20° 21' 23" WEST 45 FEET; THENCE SOUTH 13° 38' 37" EAST 176 FEET; THENCE SOUTH 17° 51' 23" WEST 306.77 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 9.

EXCEPT THAT PORTION LYING SOUTHWESTERLY OF A LINE PARALLEL WITH AND DISTANT 50 FEET NORTHEASTERLY (MEASURED AT RIGHT ANGLES) FROM THAT CERTAIN COURSE IN THE SOUTHWESTERLY LINE OF SAID LOT 9 SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 38° 32' 16" WEST.

PARCEL 2:

AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, OVER THOSE PORTIONS OF LOTS 9 AND 10 OF SAID TRACT NO. 11590, INCLUDED WITHIN THE STRIP OF LAND 5 FEET WIDE SHOWN ON SAID MAP AS "FUTURE STREET".

PARCEL 3:

AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1, INCLUDED WITHIN A STRIP OF LAND 15 FEET WIDE, THE EASTERLY AND SOUTHEASTERLY LINE THEREOF BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY TERMINUS OF THE CENTER LINE OF BOWMONT DRIVE, AS SHOWN ON MAP OF TRACT NO. 8841, RECORDED IN BOOK 115, PAGES 65 AND 66 OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHERLY AND NORTHEASTERLY, ALONG THE WESTERLY AND NORTHWESTERLY BOUNDARY OF SAID TRACT NO. 11590 TO THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN SAID WESTERLY BOUNDARY, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 0° 38' 10" EAST AND A LENGTH OF 113.07 FEET; THENCE NORTH 0° 38' 10" EAST, ALONG SAID COURSE AND THE NORTHERLY PROLONGATION THEREOF, 119.43 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; SAID 15 FOOT STRIP TO EXTEND FROM THE NORTHERLY LINE OF SAID TRACT NO. 8841, TO A LINE HAVING A BEARING OF NORTH 89° 21' 50" WEST AND WHICH PASSES THROUGH SAID POINT "A".

ALSO AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1, INCLUDED WITHIN A STRIP OF LAND 32 FEET WIDE, LYING 16 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED

CENTERLINE:

BEGINNING AT THE POINT HEREINABOVE DESIGNATED POINT "A", BEING A POINT IN THE EASTERLY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF DEED TO J. RICHARD LANDER, AND WIFE, RECORDED MARCH 11, 1947, AS INSTRUMENT NO. 223, IN BOOK 24173, PAGE 429, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID LAST MENTIONED LAND, AS FOLLOWS:

NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 75 FEET, A DISTANCE OF 46.58 FEET; NORTH 34° 56' 45" WEST, TANGENT TO SAID CURVE, 78.35 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 75 FEET; NORTHERLY ALONG SAID CURVE, 63.28 FEET; NORTH 13° 23' 55" EAST, TANGENT TO SAID CURVE, 57.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 75 FEET; NORTHERLY ALONG SAID CURVE, 44.44 FEET; NORTH 20° 33' 05" WEST 67.54 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 75 FEET, AND NORTHERLY ALONG SAID CURVE, 43.85 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO J. RICHARD LANDER, AND WIFE, RECORDED JULY 19, 1946, AS INSTRUMENT NO. 1463, IN BOOK 23483, PAGE 65, OF OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID LAST MENTIONED LAND AS FOLLOWS:

NORTH 12° 56' 55" EAST 54.95 FEET; NORTHERLY, ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 75 FEET, A DISTANCE OF 19.98 FEET; NORTH 2° 19' 00" WEST 54.91 FEET; NORTHEASTERLY, ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 75 FEET, A DISTANCE OF 73.56 FEET, AND NORTH 53° 52' 50" EAST 140.45 FEET TO THE SOUTHWESTERLY LINE OF MULHOLLAND DRIVE, 200 FEET WIDE; THE NORTHWESTERLY LINE OF SAID 32 FOOT STRIP TO TERMINATE AT ITS NORTHEASTERLY END IN THE NORTHERLY LINE OF SAID SECTION 1, AND THE SOUTHEASTERLY LINE OF SAID 32 FOOT STRIP TO TERMINATE AT ITS NORTHEASTERLY END IN THE SOUTHWESTERLY LINE OF SAID MULHOLLAND DRIVE.

ALSO AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1, BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF SAID 32 FOOT STRIP; ON THE EAST BY THE WESTERLY LINE OF LOT 9 OF SAID TRACT NO. 11590, AND ON THE WEST BY A LINE 15 FEET WESTERLY FROM SAID SOUTHERLY LINE OF SAID TRACT NO. 11590.

EXCEPT THAT PORTION OF SAID 32 FOOT STRIP INCLUDED WITHIN SAID TRACT NO. 11590.

PARCEL 4:

AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE 20 FOOT STRIP OF LAND DESCRIBED IN DEED TO THE CITY OF LOS ANGELES, RECORDED IN BOOK 16890, PAGE 299, OF OFFICIAL RECORDS, EXTENDING FROM THE SOUTHERLY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF DEED TO THE BOARD OF PUBLIC SERVICE COMMISSIONERS OF THE CITY OF LOS ANGELES, RECORDED APRIL 29, 1925, AS INSTRUMENT NO. 1723, IN BOOK 3940, PAGE 333, OF OFFICIAL RECORDS, TO THE NORTHEASTERLY LINE OF THE 32 FOOT STRIP OF LAND HEREINBEFORE DESCRIBED IN PARCEL 5.

ALSO AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1, BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF THE HEREINBEFORE DESCRIBED 20 FOOT STRIP OF LAND; ON

THE SOUTHWEST BY THE NORTHEASTERLY LINE OF THE HEREINBEFORE DESCRIBED 32 FOOT STRIP OF LAND; AND ON THE SOUTHEAST BY THE NORTHWESTERLY LINE OF LOT 9 OF TRACT NO. 11590, AND THE NORTHWESTERLY LINE OF THE HEREINBEFORE DESCRIBED PARCEL 5.

ALSO AN EASEMENT FOR ROAD PURPOSES, TO BE USED IN COMMON WITH OTHERS, AND FOR PUBLIC UTILITIES, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 1, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF THE 20 FOOT STRIP OF LAND DESCRIBED IN DEED TO THE CITY OF LOS ANGELES RECORDED IN BOOK 16890, PAGE 299, OF OFFICIAL RECORDS OF SAID COUNTY, DISTANT SOUTHERLY THEREON, 0.94 OF A FOOT FROM THE NORTHERLY TERMINUS OF THAT CERTAIN CURVE IN SAID EASTERLY LINE WHICH IS CONCAVE TO THE EAST AND HAS A RADIUS OF 284.78 FEET, SAID POINT BEING ALSO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 15 FEET AND BEING TANGENT AT SAID POINT TO SAID CURVE IN SAID EASTERLY LINE, A RADIAL LINE TO SAID POINT OF BEGINNING BEARS NORTH 81° 27' 13" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 15 FEET, A DISTANCE OF 29.05 FEET; THENCE NORTH 77° 54' 08" EAST 62.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 88.21 FEET; THENCE EASTERLY ALONG SAID CURVE, 52.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 43.60 FEET; THENCE ALONG SAID LAST MENTIONED CURVE, 34.75 FEET; THENCE NORTH 65° 55' 38" EASTERLY 33.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 60 FEET; THENCE EASTERLY ALONG SAID CURVE, 56.99 FEET, MORE OR LESS, TO A POINT IN THE "STRAIGHT" LINE IN THE HEREINBEFORE DESCRIBED PARCEL 3, DISTANT SOUTH 24° 03' 45" WEST THEREON, 68.60 FEET FROM THE INTERSECTION OF SAID STRAIGHT LINE WITH THE SOUTHERLY LINE OF MULHOLLAND DRIVE, 200 FEET WIDE; THENCE SOUTH 24° 03' 45" WEST ALONG SAID STRAIGHT LINE, 20.18 FEET TO A POINT IN A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 40 FEET AND WHICH IS CONCENTRIC WITH THE HEREINBEFORE DESCRIBED CURVE HAVING A RADIUS OF 60 FEET, A RADIAL LINE TO SAID LAST MENTIONED POINT BEARS NORTH 33° 31' 00" EAST; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 40 FEET, A DISTANCE OF 40.21 FEET TO THE END THEREOF; THENCE SOUTH 65° 55' 38" WEST TANGENT TO SAID CURVE, 33.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 63.60 FEET; THENCE WESTERLY ALONG SAID CURVE, 50.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 68.21 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE, 40.51 FEET; THENCE SOUTH 77° 34' 08" WEST 76.67 FEET, MORE OR LESS, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 15 FEET, SAID CURVE BEING ALSO TANGENT AT ITS SOUTHERLY TERMINUS TO THE EASTERLY LINE OF SAID 20 FOOT STRIP DESCRIBED IN DEED RECORDED IN BOOK 16890, PAGE 299, OF OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG SAID CURVE, 20.96 FEET TO SAID EASTERLY LINE; THENCE NORTHERLY ALONG SAID EASTERLY LINE, ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 284.78 FEET, A DISTANCE OF 54.85 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

AN EASEMENT FOR AN UNDERGROUND EASEMENT AND RIGHT OF WAY FOR PUBLIC AND/OR PRIVATE WATER SUPPLY PURPOSES, TOGETHER WITH UNDERGROUND APPURTENANT STRUCTURES AND EQUIPMENT, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

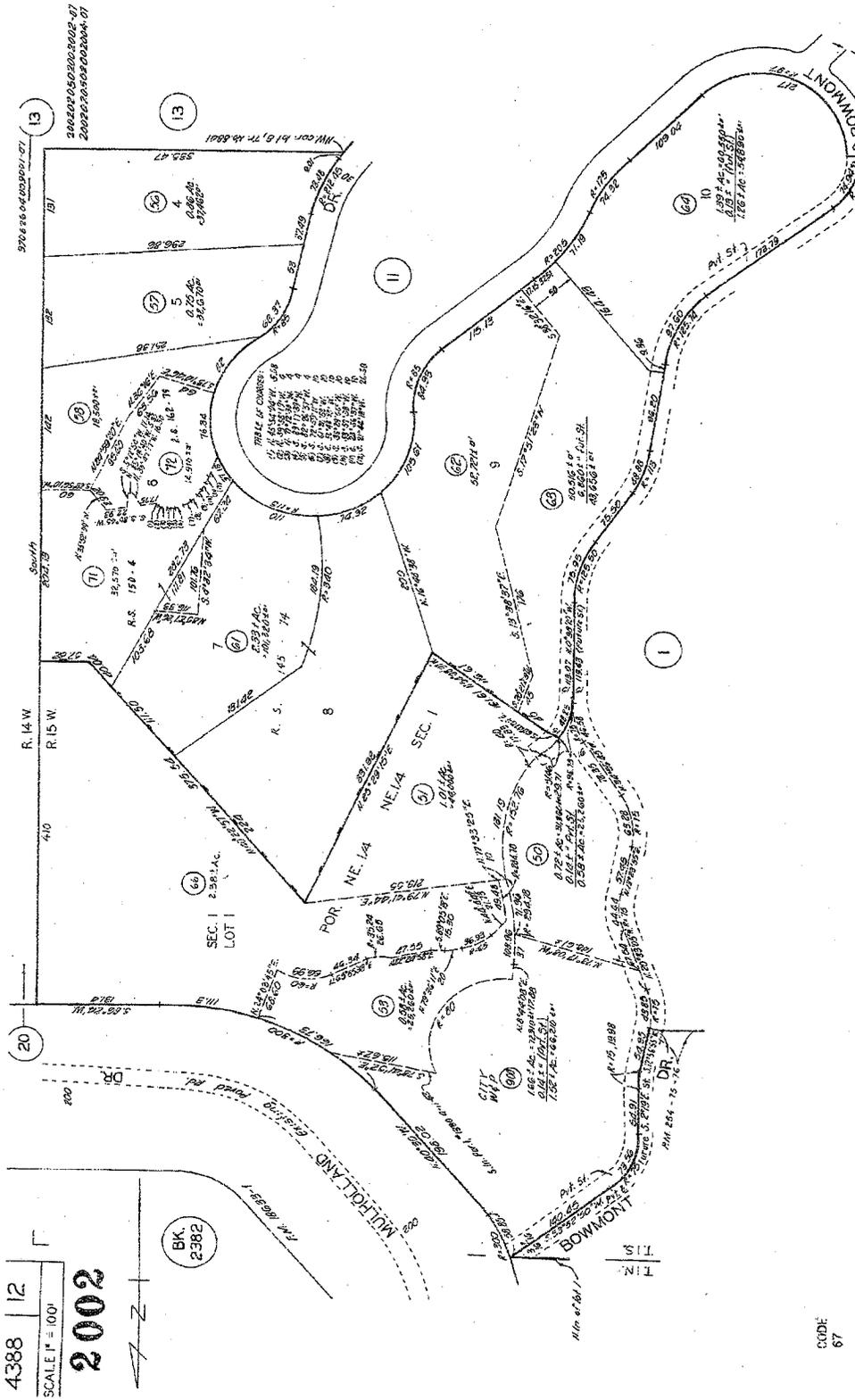
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 9 OF TRACT NO. 11590, AS PER MAP RECORDED IN BOOK 229, PAGES 47 ET SEQ., OF MAPS, RECORDS OF SAID COUNTY; THENCE

FOLLOWING THE NORTHEASTERLY LINE OF SAID LOT, AS FOLLOWS:

SOUTH 60° 47' 04" EAST 15.00 FEET AND SOUTH 54° 08' 37" EAST 59.67 FEET; THENCE
NORTH 35° 51' 23" EAST 18.67 FEET; THENCE NORTH 54° 08' 37" WEST 73.17 FEET, TO A
POINT ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 51.46 FEET, A RADIAL
LINE TO SAID POINT BEARS NORTH 38° 45' 40" WEST; THENCE ALONG SAID CURVE IN A
SOUTHWESTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 22° 55' 15" AN ARC DISTANCE
OF 20.59 FEET TO THE POINT OF BEGINNING, AS CONVEYED IN THE DOCUMENT RECORDED
MAY 14, 2003, AS INSTRUMENT NO. 03-1370681, OF OFFICIAL RECORDS.

APN: 4388-012-062

Order Number: 5146812
Page Number: 13



T. 15, R. 15 W
TRACT NO. 11590
M. B. 229 - 47 - 49

FOR PREV ASSMNT SEE:
4388-4, 4388-5, 4388-6, 4388-7

CODE 67

ASSessor's MAP
COUNTY OF LOS ANGELES, CALIF.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

Order Number: **5146812**
Page Number: 15



First American Title

First American Title Company
655 N. Central Ave, Suite 800
Glendale, CA 91203
(818)242-5800

WIRE INSTRUCTIONS

for

**First American Title Company, Demand/Draft Sub-Escrow Deposits
Los Angeles County, California**

PAYABLE TO: First American Title Company
BANK: **First American Trust, FSB**
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3013510000
ROUTING NUMBER: 122241255
PLEASE REFERENCE THE FOLLOWING:
PROPERTY: 2670 Bowmont Drive, Beverly Hills, CA 90210
FILE NUMBER: 5146812 (MP)

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company. FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES.** PLEASE NOTIFY **Michelle Pascual** AT **(818)550-2517** OR **mpascual@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

AN ACH TRANSFER CANNOT BE ACCEPTED FOR CLOSING, BECAUSE IT IS NOT THE SAME AS A WIRE AND REQUIRES ADDITIONAL TIME FOR CLEARANCE.

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

**ALL WIRES WILL BE RETURNED IF THE FILE NUMBER
AND/OR PROPERTY REFERENCE ARE NOT INCLUDED**

With cyber crimes on the increase, it is important to be ever vigilant. If you receive an e-mail or any other communication that appears to be generated from a First American employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - (a) building; (d) improvements on the Land;
 - (b) zoning; (e) land division; and
 - (c) land use; (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
 - 3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
 - 4. Failure to pay value for your title.
 - 5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Exhibit C



24050 Aliso Creek Road, Suite 200 • Laguna Niguel, CA 92677
 Phone (949) 249-6600 • Fax: (949) 249-6695

SELLER'S CLOSING STATEMENT
 Estimated

Escrow Number: 2670 Bowmont
Escrow Officer: Gracie Jaramillo

Title Order Number:
Date: 05/01/2016 -10:57:05PM
Closing Date: 06/28/2016
Disbursement Date:

Buyer/Borrower: Justin Nappi And/Or Nominee
Seller: Mischa A.M Barton And Nuala P. Barton
Property: 2670 Bowmont Drive, Los Angeles, CA 90210

DESCRIPTION	DEBITS	CREDITS
TOTAL CONSIDERATION		7,250,000.00
PRORATIONS/ADJUSTMENTS:		
Property Tax @ 43,626.80 per 6 month(s) 6/28/2016 to 7/01/2016		727.11
COMMISSION(S):		
Listing Broker: Douglas Elliman	72,500.00	
Selling Broker: Douglas Elliman	72,500.00	
TITLE CHARGES		
Owner's Premium for 7,250,000.00: Title Company	9,210.00	
Title Wire/Express: Title Company	45.00	
Sub Title Charge: Title Company	62.50	
Messenger Fee: Title Company	60.00	
County Transfer Tax: County Tax Collector	7,975.00	
City Transfer Tax: City Tax Collector	32,625.00	
ESCROW CHARGES TO: Homestead Escrow, Inc.		
Escrow Fee	14,950.00	
Wire Fee	35.00	
Overnight Delivery Fee	30.00	
Messenger Fee	30.00	
DOC Audit Fee	90.00	
LOAN PAYOFF: Deutsche Wealth Bank		
Principal Balance	4,199,979.84	
Interest Per Diem From 7/01/2015 To 6/30/2016, 359 Days, @ 349.9983	125,649.39	
Statement / Demand Fee	42.00	
Late Charge	5,040.00	
Reconveyance Fee	45.00	
Amount Due	23,490.00	
Total Loan Payoff	4,354,246.23	
LOAN PAYOFF: Strategic Emerging Investments		
Principal Balance	1,501,206.90	
Total Loan Payoff	1,501,206.90	
TAXES:		
Property Tax to: Los Angeles County Tax Collector 1s Half Delinquent Taxes	47,989.48	
Property Tax to: Los Angeles County Tax Collector 2nd Half + Penalty	47,999.46	
Property Tax to: Los Angeles County Tax Collector 2014-2015 taxes	112,078.05	
ADDITIONAL DISBURSEMENTS:		
Pest Inspection: Estimate	125.00	
Notary/Seller:	125.00	
Home Owner's Warranty: Company Of Buyer's Choice	1,200.00	
Natural Hazard Report Fee: Zone Disclosure Report	129.00	
City Report: Department Of Building And Safety	70.20	
Retrofit:	79.00	
BALANCE DUE YOU	975,366.29	



24050 Aliso Creek Road, Suite 200 • Laguna Niguel, CA 92677
Phone (949) 249-6600 • Fax: (949) 249-6695

SELLER'S CLOSING STATEMENT
Estimated

Escrow Number: 2670 Bowmont
Page 2

DESCRIPTION	DEBITS	CREDITS
TOTALS	7,250,727.11	7,250,727.11

Mischa A.M Barton And Nuala P. Barton

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: Ghanooni Law Firm, 1901 Avenue of the Stars Ste 450, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF MOTION AND MOTION FOR ORDER APPROVING SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C. § 363 FREE AND CLEAR OF ALL LIENS, CLAIMS AND INTERESTS; AND GRANTING CERTAIN OTHER RELATED RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATIONS IN SUPPORT THEREOF will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 05/2/2016, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 05/02/2016 I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 5/2/2016

I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy by PERSONAL DELIVERY

Honorable Thomas B. Donovan
United States Bankruptcy Court
255 E. Temple Street, Suite 1352
Los Angeles, CA 90012P

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

05/2/2016

Date

Jennifer Roldan

Printed Name


Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Debtor's Attorney: Carolyn M Afari AfariLawFirm@gmail.com
Interested Party: David I Brownstein david@brownsteinfirm.com
Interested Party: Alberto J Campain campain@ecofflaw.com, kay@ecofflaw.com
Debtor's Attorney: Donna R Dishbak donna@dishbaklaw.com
Debtor's Attorney: Eliza Ghanooni eliza@ghanoonilaw.com,
docket@pricelawgroup.com;notice@pricelawgroup.com
Interest Party: Matthew Klinger mklinger@sheppardmullin.com
Interest Party: Randall P Mroczynski randym@cookseylaw.com
Attorney for U.S. Trustee: Queenie K Ng queenie.k.ng@usdoj.gov
U.S. Trustee: United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
Interested Party Alex M Weingarten amweingarten@venable.com,
mrabbi@venable.com;lmelliott@venable.com

2. SERVED BY UNITED STATES MAIL:

<u>Request for Manual notice</u>	<u>DEBTOR</u>	
Donna Rebecca Dishbak Dishbak Law Firm 18375 Ventura Blvd. #142 Tarzana, CA 91356	Nuala Barton 2670 Bowmont Drive Beverly Hills, CA 90210-1815	
Bank Of America Nc4-105-03-14 Po Box 26012 Greensboro, NC 27420-6012	Strategic Emerging Economics, Inc. c/o Law Office of David Brownstien 575 Anton Blvd. # 300 Costa Mesa, CA 92626-7161	Barclays Bank Delaware Po Box 8801 Wilmington, DE 19899-8801
Best Alliance Foreclosure & Lien Sr 16133 Ventura Blvd, Ste 700 Encino, CA 91436-2406	Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130-0285	Chase Card Services Attn: Correspondence Dept Po Box 15298 Wilmington, DE 19850-5298
Comenity Bank/Roamans Po Box 182125 Columbus, OH 43218-2125	Credit One Bank Na Po Box 98873 Las Vegas, NV 89193-8873	Creditors Adjustment Bureau, Inc. 14226 Ventura Blvd. Sherman Oaks, CA 91423-2777
DB Private Wealth Mortgage Ltd. 280 Park Ave New York, NY 10017-1216	Deutsche Bank 280 Park Ave, NYC03-0434 New York, NY 10017-1216	Ecoff Campain & Tilles LLP 280 South Beverly Drive Suite 504 Beverly Hills, CA 90212-3908
FORD MOTOR CREDIT COMPANY P O BOX 62180 Colorado Springs, CO 80962-2180	Internal Revenue Service 300 North Los Angeles Street, Stop 5022 Los Angeles, CA 90012-3478	Mb Fin Svcs 36455 Corporate Dr Farmington Hills, MI 48331-3552
Mike Ireland c/o Jeff Berke Berke Hakimi 12400 Wilshire Blvd, Ste 450 Los Angeles, CA 90025-1019	Mischa Barton C/O Alex M. Weingarten Venable LLP 2049 Century Park East, Suite 2100 Los Angeles, CA 90067-3133	Strategic Emerging Economics, Inc. c/o Olympia Financial Mortgage, Inc 16633 Ventura Blvd, Suite 700 Encino, CA 91436-1836
Venable LLP Alex Weingarten 2049 Century Park East, Suite 21-- Los Angeles, CA 90067-313	Capital One Bank (USA), N.A. PO Box 71083 Charlotte, NC 28272-	Cab West LLC c/o Randall P Mroczynski Cooksey Toolen Gage Duffy & Woog 535 Anton Blvd., 10th Floor Costa Mesa, CA 92626-1947

Los Angeles County Treasurer and Tax Collect PO Box 54110 Los Angeles, CA 90054-0110	Quantum3 Group LLC as agent for Comenity Bank PO Box 788 Kirkland, WA 98083-0788	The Promotion by Daniel Lief C/O Hakim Hakim PO Box 801851 Santa Clarita, CA 91380-1851
Charles Houston & Emma Houston C/o Stuart A. Katz, Esq. 20271 SW Birch St., Suite 100 Newport Beach, CA 92660-1714	PYOD, LLC its successors and assigns as assigns of FNBM, LLC Resurgent Capital Services PO Box 19008 Greenville, SC 29602	Strategic Emerging Economics, Inc. c/o Law Office of David Brownstien PO Box 16474 Irvine CA 16474
Gary A Bemis Law Offices of Gary A Bemis 3870 LA Sierra Ave, Suite 239 Riverside, CA 92505	Capital One Bank (USA), N.A. By American Infosource LP PO Box 71083 Charlotte, NC 28272-1083	DB Private Wealth Mortgage Ltd Atn Joshua Frank 345 Park Avenue 14 th Floor New York, NY 10154
Internal Revenue Service P.O. Box 7346 Philadelphia PA 19101-7346	Justin Nappi c/o Douglas Elliman Attn Cory Wies 150 S. El Camino Dr. Suite 150 Beverly Hills CA 90212	