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**UNITED STATES BANKRUPTCY COURT
 CENTRAL DISTRICT OF CALIFORNIA**

In re:
 Estate Financial, Inc.,

Debtor(s).

CASE NO.:
 9:08-bk-11457-RR

NOTICE OF SALE OF ESTATE PROPERTY

Bid Deadline: March 1, 2012

Time: 5:00 p.m.

Type of Sale: Public Private Last date to file objections: March 1, 2012
 Description of Property to be Sold: 3338 Rockview Place, San Luis Obispo, CA 93424 (Loan B115-06)
 Terms and Conditions of Sale: See Exhibit A
 Proposed Sale Price: \$475,000

Overbid Procedure (If Any): If anyone wishes to overbid (an "Overbid") in an amount greater than the sales price indicated above: (i) the Trustee must be informed of all of the relevant terms of the proposed Overbid and contact information for the overbidder no later than the objection deadline listed above by contacting the contact person listed below; (ii) the proposed overbidder must provide (x) a 3% deposit made payable to "Thomas P. Jeremiassen, Chapter 11 Trustee for Estate Financial, Inc." in immediate good funds and (y) reasonably adequate information as to financial wherewithal and ability to close; and (iii) the over-bidder (or its authorized agent or attorney capable of binding it contractually) must attend any hearing set with respect to such sale. In overbidding, lien holders only may credit bid the undisputed portion of their secured claim, if any.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: No hearing absent objection per the procedures order governing this case [Docket No. 271].

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Matt Sorenson, Development Specialists, Inc.
333 South Grand Avenue, Suite 4070
Los Angeles, California 90071
Tel: (213) 617-2717; Fax: (213) 617-2718

Date: February 19, 2013

EXHIBIT A



CALIFORNIA ASSOCIATION OF REALTORS

COUNTER OFFER No. three

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

This is a counter offer to the California Residential Purchase Agreement, Counter Offer No. or Other dated December 14, 2012 on property known as 3338 Rockview between Ronald Jacobs, Antoinette Jacobs and Thomas P Jeremiassen

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

C. OTHER TERMS: 1. Purchase price to be \$475,000. 2. Expiration of offer to be extended to 12/18/12

D. The following attached addenda are incorporated into this Counter Offer: Addendum (No)

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

3. EXPIRATION: This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or by

it by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by AM PM. This Counter Offer may be executed in counterparts.

4. (If checked) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by

on the third Day After the later date specified in paragraph 5 or, (if checked) by AM PM. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. NOTE TO SELLER: Sign and date in paragraph 5 to make this Counter Offer.

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

Thomas P Jeremiassen Date 12/18/2012

6. ACCEPTANCE: I/WE accept the above Counter Offer (if checked) SUBJECT TO THE ATTACHED COUNTER OFFER and acknowledge receipt of a Copy.

Ronald Jacobs Date 12/18/2012 Time 5:00 AM PM
Antoinette Jacobs Date 12/18/2012 Time 5:00 AM PM

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

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

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Reviewed by Date



CO REVISED 11/10 (PAGE 1 OF 1)

COUNTER OFFER (CO PAGE 1 OF 1)

Agent: Lisa Lewis Phone: 805.423.0359 Fax: 805.832.6037 Prepared using zipForm® software
Broker: REMAX Parkside Real Estate 711 12th St. Paso Robles, CA 93446



CALIFORNIA ASSOCIATION OF REALTORS

COUNTER OFFER No. 210

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

Date: February 14, 2012

This is a counter offer to the [] California Residential Purchase Agreement, [] County Offer No. 2, [] Offer, [] Offer, dated December 13, 2012, of property known as 2535 ROCKY HILL COURT, Property, between SCOTTIE JACOBE, APPROXIMATE JACOBE, Buyer, and WYNNE F. JENSEN, Seller.

- 1. TERMS: The terms and conditions of the above referenced agreement are accepted subject to the following:
A. Paragraphs in the Offer that refer to articles by all parties, but are not included by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
B. Unless otherwise agreed in writing, down payment and loan amounts, will be adjusted in the same proportion as in the original Offer.
C. OTHER TERMS: PURCHASE PRICE TO BE \$225,000.00

D. The following attached addenda are incorporated into this Counter Offer: [] Addition to [] Addition to [] Addition to

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

3. EXPIRATION: This Counter Offer shall be deemed rejected and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to which it is sent and a copy of the signed Counter Offer is personally received by the person making this Counter Offer or by [] who is authorized in writing, if, by 5:00 PM on the third day after the later date specified in paragraph 5 or, if checked, by [] AM [] PM. This Counter Offer may be renewed in accordance with []

4. [] If checked, MULTIPLE COUNTER OFFER: Seller is making a Multiple Offer to another prospective Buyer(s) or party that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a copy of the Counter Offer signed in paragraph 7 is personally received by Buyer or by [] who is authorized to receive it, by 5:00 PM on the third day after the later date specified in paragraph 5 or, if checked, by [] AM [] PM. Prior to the completion of all of these steps, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. Sign and date in paragraph 8 to make this Counter Offer.

5. OFFER: [X] BUYER OR [] SELLER MAKES THIS COUNTER OFFER OF THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. Date: 02/14/2012

6. ACCEPTANCE: SWE except the above Counter Offer [] checked [X] SUBJECT TO THE ATTACHED COUNTER OFFER and acknowledge receipt of a copy. Date: [] Time: [] AM [] PM

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

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

This document is not to be used for any other purpose. It is not intended to constitute an offer of real estate services. It is not intended to constitute an offer of real estate services. It is not intended to constitute an offer of real estate services. It is not intended to constitute an offer of real estate services.

Printed by [] Date []



CALIFORNIA ASSOCIATION OF REALTORS

COUNTER OFFER No. 000

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

This is a counter offer to the [X] California Residential Purchase Agreement, [] Counter Offer No. or [] Other. Date: December 2, 2012. Property: 3338 Rockview. Seller: Ronald J. Brown, Antoinette Jackson. Buyer: Thomas P. Garman/James

- 1. TERMS: The terms and conditions of the above referenced agreement are accepted subject to the following: A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are included from the Offer agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer. B. Entire agreement agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer. C. OTHER TERMS: 1. Purchase price to be \$650,000 2. Initial Deposit to be \$0 down 3. Seller will not pay any Real Estate Commissions or Brokerage Fees 4. Expiration of offer to be extended to 12/12/12

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

2. RIGHT TO ACCEPT OTHER OFFERS: This is a Single Counter Offer. If Seller has the right to purchase in other than the property for sale in the original transaction, and is accepting other offers, then Seller's acceptance, as described in paragraph 2 and 3, of Seller's acceptance of another offer prior to Buyer's Acceptance of this Counter Offer, shall constitute this Counter Offer.

3. EXPIRATION: This Counter Offer shall be deemed accepted and the proceeds, if any, shall be released unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a copy of the signed Counter Offer is personally received by the person making this Counter Offer or by who is authorized in writing.

4. If checked MULTIPLE COUNTER OFFER: Seller is making a Counter Offer to another prospective buyer in writing and may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently signed by Seller in paragraph 7 below and a copy of the Counter Offer signed in paragraph 7 is personally received by Buyer or by who is authorized in writing.

5. OFFER: [] BUYER OR [X] SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. Date: 12/23/2012

6. ACCEPTANCE: I have signed this Counter Offer [] SUBJECT TO THE ATTACHED COUNTER OFFER(s) and acknowledge receipt of a copy. Date: 12/14/12. Time: [] AM [X] PM. Date: 12/14/12. Time: [] AM [X] PM.

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

8. I hereby confirm that I have signed this Counter Offer and a copy of signed acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 7. If this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent for, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent, whether or not confirmed by this document. Completion of this confirmation is not legally required in order to create a binding agreement. It is solely intended to certify the date that acceptance has occurred.

The official form of this document is available at the California Association of Realtors website. If you are a member of the California Association of Realtors, you may download this form from the website. If you are not a member, you may purchase this form from the website. This form is provided to you by the California Association of Realtors. It is not intended to be used as a legal document. It is not intended to be used as a legal document. It is not intended to be used as a legal document.

Produced by REAL ESTATE ASSOCIATION OF CALIFORNIA, a member of the National Association of REALTORS. 15300 Wilshire Blvd., Suite 1000, Los Angeles, CA 90045. Approved by [] Date: []

COPIES: 1000 (PAGE 1 OF 1) COUNTER OFFER (CO PAGE 1 OF 1)

Agent: Sara Leiva Phone: 415.428.0899 Fax: 415.428.0897 Prepared using theForm software Broker: REMAX Paradise Real Estate 711 16th St. Suite 1000, CA 94109



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached (C.A.R. Form RPA-CA, Revised 4/10)

Date December 8, 2012

1. OFFER:

- A. THIS IS AN OFFER FROM RONALD JACOBS, ANTOINETTE JACOBS ("Buyer"),
- B. THE REAL PROPERTY TO BE ACQUIRED is described as 3338 ROCKVIEW COURT, SAN LUIS OBISPO, CA 93401, Assessor's Parcel No. 004-591-025, situated in SAN LUIS OBISPO, County of SAN LUIS OBISPO, California, ("Property"),
- C. THE PURCHASE PRICE offered is Four Hundred Forty Thousand (Dollars \$ 440,000.00).
- D. CLOSE OF ESCROW shall occur on 45 DAYS OR SOONER (date) (or Days After Acceptance).

2. AGENCY:

- A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property, Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
 Listing Agent RE/MAX PARKSIDE REAL ESTATE (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.
 Selling Agent THE REAL ESTATE GROUP OF SLO (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. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

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 \$ 5,000.00
 (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer, Other _____ within 3 business days after acceptance (or Other _____);
 OR (2) (If checked) 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 Other _____).
- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance, or _____
 If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is deposited.
- C. LOAN(S):
 (1) FIRST LOAN: In the amount of \$ 352,000.00
 This loan will be conventional financing or, if checked, FHA, VA, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), 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.
 (2) SECOND LOAN: In the amount of \$ _____
 This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), 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 above, 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 repair. Seller has no obligation to pay for repairs or satisfy lender requirements unless otherwise agreed in writing.
- D. ADDITIONAL FINANCING TERMS: _____
- E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT: in the amount of \$ 83,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.
- F. PURCHASE PRICE (TOTAL): \$ 440,000.00

Buyer's Initials (RS) (AD)

Seller's Initials (RS) (AD)



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RPA-CA REVISED 4/10 (PAGE 1 OF 8)

Reviewed by _____ Date _____

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 8)

Agent: Melissa Kues Phone: 805-844-9767 Fax: 805-512-7247 Prepared using zipForm® software
 Broker: THE REAL ESTATE GROUP 962 MILL STREET SAN LUIS OBISPO, CA 93401

Property Address: 3338 ROCKVIEW COURT
SAN LUIS OBISPO, CA 93401

Date: December 8, 2012

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

H. LOAN TERMS:

- (1) LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above, (If checked, letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL:
 - (i) Within 17 (or _____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;
 - OR (ii) (If checked) the loan contingency shall remain in effect until the designated loans are funded.
- (4) NO LOAN CONTINGENCY (If checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, If checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, 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. ALL CASH OFFER (If checked): Buyer shall, within 7 (or _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, verification attached.)

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

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by _____ a registered structural pest control company.
- (2) Buyer Seller shall pay to have septic or private sewage disposal systems pumped and inspected _____
- (3) Buyer Seller shall pay to have domestic wells tested for water potability and productivity _____
- (4) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by SELLERS CHOICE
- (5) Buyer Seller shall pay for the following inspection or report HOME INSPECTION
- (6) Buyer Seller shall pay for the following inspection or report _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.
- (2) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law, _____

C. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee 50/50 SPLIT
Escrow Holder shall be AAA ESCROW SERVICE
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 12E _____
Owner's title policy to be issued by _____
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee IF APPLICABLE
- (2) Buyer Seller shall pay City transfer tax or fee IF APPLICABLE
- (3) Buyer Seller shall pay Homeowner's Association ("HOA") transfer fee _____
- (4) Buyer Seller shall pay HOA document preparation fees _____
- (5) Buyer Seller shall pay for any private transfer fee _____
- (6) Buyer Seller shall pay the cost, not to exceed \$ 550.00, of a one-year home warranty plan, issued by AMERICAN HOME SHIELD, with the following optional coverages:
 Air Conditioner Pool/Spa Code and Permit upgrade Other: _____
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.
- (7) Buyer Seller shall pay for _____
- (8) Buyer Seller shall pay for _____

Buyer's Initials (RS) (AD)
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RPA-CA REVISED 4/10 (PAGE 2 OF 8)

Seller's Initials (59) (_____)
Reviewed by _____ Date _____



3338 ROCKVIEW COURT

Property Address: SAN LUIS OBISPO, CA 93401

Date: December 8, 2012

5. 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 at 5 PM or AM PM, on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.
- C. Tenant-occupied property:
 - (i) 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 (ii) (if checked) Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)

~~D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall deliver to Buyer a copy of the Homeowner's Warranty. Brokers cannot and will not determine the assignability of any warranties.~~

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

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) 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 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordinance location (C.A.R. Form SPQ or SSD).
- (2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.
- (3) In the event Seller, 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.
- (4) If any disclosure or notice specified in 6A(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.
- (5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, 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; 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.)

7. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- A. SELLER HAS: 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).
- B. 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 HOA): (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"). 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).

8. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:

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 8B or C.

B. ITEMS INCLUDED IN SALE:

- (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 systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remotes controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (If checked stove(s), refrigerator(s); and
- (3) The following additional items: PER MLS DATED 12/8/12
- (4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (5) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and

Buyer's Initials (DS) (STP)

Seller's Initials (77) (_____)



Property Address: 3338 ROCKVIEW COURT
SAN LUIS OBISPO, CA 93401

Date: December 8, 2012

9. **CONDITION OF PROPERTY:** Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical ("as-is") 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 Seller 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 inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (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.

10. **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, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) 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 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 of Buyer's investigations. 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 or cancellation of this Agreement and Close of Escrow.

11. **SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:**

- A. **Seller Disclosures (if checked):** Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:

<input checked="" type="checkbox"/> Seller Property Questionnaire (C.A.R. Form SPQ)	OR	<input type="checkbox"/> Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
<input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)		
- B. **Addenda (if checked):**

<input checked="" type="checkbox"/> Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)	
<input type="checkbox"/> Purchase Agreement Addendum (C.A.R. Form PAA)	<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWP)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/> Other _____
- C. **Advisories (if checked):**

<input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)	<input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA)
<input type="checkbox"/> Trust Advisory (C.A.R. Form TA)	<input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
- D. **Other Terms:**

12. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance give Escrow Holder a completed Statement of Information. 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.
- 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: (i) monetary liens of record 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.
- E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, survey requirements, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

13. **SALE OF BUYER'S PROPERTY:**

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.

OR B. _____ (C.A.R. Form BCP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

Buyer's Initials (RS) (AB)

Seller's Initials (TJ) (_____)

Reviewed by _____ Date _____



3338 ROCKVIEW COURT

Property Address: SAN LUIS OBISPO, CA 93401

Date: December 8, 2012

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 4, 6A, B and C, 7A, 9A, 11A and B, and 12. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the Items within the time specified.

B. (1) BUYER HAS: 17 (or _____) Days After Acceptance, unless otherwise agreed in writing, to:
(i) complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all other matters affecting the Property; and
(ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 6A.

(2) Within the time specified in 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 Buyer's requests.

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

C. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, within time specified in this Agreement, Buyer does not, in writing, Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3H; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 6A(2); or (viii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraphs 3B and 25. In such event, Seller shall authorize return of Buyer's deposit.

(3) Notice To Buyer To Perform: The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).

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

E. CLOSE OF ESCROW: Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first give the other a demand to close escrow (C.A.R. Form DCE).

F. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to \$1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. 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 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 receipts and statements to Buyer prior to final verification of condition.

16. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection 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 9; (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).

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 a current 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 a current 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.

Buyer's Initials (RS) (AS)

Seller's Initials (JJ) (_____)

Reviewed by _____ Date _____



3338 ROCKVIEW COURT

Property Address: SAN LUIS OBISPO, CA 93401

Date: December 8, 2012

18. 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.

19. 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.

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

21. 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 26A.

22. 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. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.

C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.

D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.

E. "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.

F. "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 11:59PM on the final day.

G. "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.

H. "Deliver", "Delivered" or "Delivery", regardless of the method used (i.e. messenger, mail, email, fax, other), means and shall be effective upon (i) personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8; OR (ii) if checked, per the attached addendum (C.A.R. Form RDN).

I. "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.

J. "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.

K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

23. BROKER COMPENSATION: Seller or Buyer, or both, as applicable, agrees 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.

24. 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: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30, and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out of Buyer's or Seller's funds, or both, as applicable, the respective Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not specifically referenced above, 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 directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. 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.

B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller, 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.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraphs 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 23, respectively, 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. Escrow Holder shall immediately notify Brokers; (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if either Buyer or Seller instruct Escrow Holder to cancel escrow.

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

Buyer's Initials (RS) (AS)

Seller's Initials (77) (_____)



Property Address: 3338 ROCKVIEW COURT SAN LUIS OBISPO, CA 93401

Date: December 8, 2012

25. 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 not more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual Signed release instructions from both Buyer and Seller, subject to Seller's arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR AN INCREASED DEPOSIT (SEE ATTACHED FORM R12).

Buyer's Initials _____ Seller's Initials _____

26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

B. ARBITRATION OF DISPUTES:

Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"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 _____ Seller's Initials _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

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

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

27. 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 such paragraph(s), a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. 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.

Buyer's Initials (RS) (AD)

Seller's Initials (27) ()



3338 ROCKVIEW COURT

Property Address: SAN LUIS OBISPO, CA 93401

Date: December 8, 2012

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

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Date 12/08/2012

Date 12/08/2012

BUYER
RONALD JACOBS
(Print name)

BUYER Antoinette Jacobs
ANTOINETTE JACOBS
(Print name)

(Address)

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

30. 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, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships; Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: _____

Date 12/8/12

Date _____

SELLER Thomas P. Jeremiasen
THOMAS P. JEREMIASSEN
(Print name)

SELLER _____
(Print name)

(Address)

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

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

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: (i) 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; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) THE REAL ESTATE GROUP OF SLO DRE Lic. # SL21
By Melissa Koes DRE Lic. # 01471186 Date 12/08/2012
Address 952 MILL STREET City SAN LUIS OBISPO State CA Zip 93401
Telephone (805) 844-9767 Fax (805) 512-7247 E-mail MELISSA@MELISSAKOES.COM

Real Estate Broker (Listing Firm) RE/MAX PARKSIDE REAL ESTATE DRE Lic. # _____
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

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

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

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate, License # _____

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

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

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____
Broker or Designee _____ Date _____



**ADDENDUM
TO
CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This Addendum to California Residential Purchase Agreement and Joint Escrow Instructions (the "Addendum") is attached to and forms a part of and is intended to supplement, modify and amend that certain California Residential Purchase Agreement and Joint Escrow Instructions dated 12/8, 2012 (the "Standard Agreement"), between Ronald & Antoinette Jacobs (the "Buyer"), as buyer, and Thomas P. Jeremiassen, as Chapter 11 Trustee for Estate Financial, Inc. subject to proceedings pending in the bankruptcy court where a petition for relief was filed by Estate Financial Inc., Debtor date of filing June 25, 2008, in the United States Bankruptcy Court for the Central District, Case No. 9.08-bk-11457RR (in such capacity, Mr. Jeremiassen is referred to herein as the "Seller"), in Case No. 9.08-bk-11457RR pending in the United States Bankruptcy Court for the Central District of California – Northern Division (the "Bankruptcy Court"), as seller of the Property. Capitalized terms used, but not specifically defined, in this Addendum are intended to have the meanings given to such terms in the Standard Agreement.

1. **PROOF OF BUYER'S ABILITY TO CLOSE.** Buyer shall deliver to Seller, within three (3) business days of mutual execution of the Standard Agreement and this Addendum (collectively, the "Agreement"), proof of committed funds available to Buyer sufficient to enable Buyer to consummate the transaction contemplated herein, which proof shall be in the form of a letter of credit, loan commitment or other form acceptable to the Seller in the Seller's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof; or (ii) the Seller determines, in the Seller's sole discretion, that any proof of funds provided to Seller by Buyer is unacceptable, the Seller shall have the right, at the Seller's option, to provide written notice to Buyer that the Agreement, and the transaction contemplated therein (the "Transaction") are terminated. In the event that the Seller exercises such termination right, the Agreement shall terminate effective as of the date of Seller's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Seller shall each be relieved of any further obligation hereunder.

2. **PROVISION FOR RETURN OF ALL PURCHASE MONEY FUNDS:** If this escrow does not close on or before the date set forth in Section 1D of this contract, or a later date mutually agreed to by Buyer and Seller herein, Seller shall, within fifteen (15) days after the closing date set forth in the contract (or an extended closing date mutually agreed to by Buyer and Seller), except as provided in the Liquidated Damages section of this purchase agreement, order all of the money remitted by Buyer under the terms of this contract to be refunded to the Buyer.

3. **ASSIGNMENT SUBJECT TO SELLER CONSENT.** Buyer shall not assign the Agreement to another person or entity ("Assignee") without Seller's prior written approval (which

approval Seller may grant or withhold in its sole discretion); provided that if Seller so consents and Buyer makes any such assignment, Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

4. **FREE AND CLEAR ORDER.** Notwithstanding anything to the contrary in the Standard Agreement or this Addendum, to the extent that Seller agrees or is required to remove certain exceptions to or encumbrances on the title of the Property, Seller shall be deemed to have satisfied such obligation or undertaking as to any exception or encumbrance with respect to which the sale order issued by the Bankruptcy Court approving this Transaction and authorizing the Seller to proceed with the Transaction provides the transfer of the Property will be effected "free and clear" pursuant to Section 363 of the United States Bankruptcy Code (such order, if satisfactory to Seller in his reasonable discretion, is referred to herein as the "Sale Order").

5. **SELLER TO SEEK SALE ORDER.** Upon agreement on the condition in which title must be delivered to Buyer at the Close of Escrow and satisfaction or removal of the last of any other contingencies to Buyer's obligations under the Standard Agreement (including, if applicable, those provided for under Paragraph 14 of the Standard Agreement), Seller shall seek, and use commercially reasonable efforts to obtain, the Sale Order. If the Bankruptcy Court enters the Sale Order, the Close of Escrow shall take place as soon as practicable after entry of the Sale Order, but no later than the first (1st) business day after the fifteenth (15th) calendar day following the entry of the Sale Order; provided, however, if it does close, the Transaction shall not close later than _____, 201__ [Note - Insert date here which is no later than one (1) year following mutual execution of this Addendum] unless both Buyer and Seller consent in writing to such later date. The Close of Escrow shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of such recording.

6. **SELLER AS TRUSTEE.** All parties acknowledge that Seller is a party to the Agreement solely in his capacity as Chapter 11 bankruptcy trustee for the bankruptcy estate of Estate Financial, Inc., and that in the event of any default in the performance of any of Seller's obligations under the Agreement or any disclosure, supplement, notice or other document executed in connection with the Agreement or the Transaction (collectively, "Transaction Documents") or in the event that any other claim is asserted against the Seller or such bankruptcy estate in connection with this Transaction, the Seller shall in no event have any personal liability whatsoever (whether in his individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such bankruptcy estate. Further, notwithstanding anything to the contrary in any Transaction Document, all representations and warranties of Seller set forth in the Transaction Documents are made only to the Seller's actual, current knowledge and such limitation and qualification is hereby deemed incorporated into each such representation and warranty.

7. **CONDITION REGARDING SALE ORDER AND APPROVAL PROCESS.** Seller's obligation to consummate the Transaction is expressly subject to (i) Seller's obtaining the consent of the requisite number of investors in the Property in accordance with the procedures established by that certain Procedures Order re: (1) Real Property Sales and Related Distributions and Payments, Including Brokerage Commissions; (2) Loan Payoffs and Reconveyances; (3)

Related Compromises; (4) The Making of Secured Advances; and (5) Loan Collection, Administration and Enforcement, Including Foreclosures, Forbearances, and Deeds in Lieu entered in the Bankruptcy Case on September 27, 2008, and (ii) the entry of the Sale Order by the Bankruptcy Court and the Sale Order remaining in full force and effect at the Close of Escrow. Payment of any and all real estate brokers' commissions is also subject to notice to creditors of Estate Financial, Inc.'s bankruptcy estate and approval of the payment of same by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may not seek to obtain the Bankruptcy Court's approval if Seller has determined, as set forth in a written notice to Buyer, that it would be in the best interest of the bankruptcy estate not to do so; provided that, in such event, if theretofore deposited with Escrow Holder, Buyer shall be entitled to receive a refund of the Initial Deposit and Buyer and Seller shall be relieved of any further obligation hereunder.

8. **BROKERS' COMMISSIONS.** No commission or compensation shall be due or payable to any brokers, finders or agents (collectively, "**Brokers**") in connection with the Agreement or Transaction except from the cash proceeds received by Seller at the Close of Escrow.

9. **BANKRUPTCY COURT JURISDICTION.** The Bankruptcy Court shall have sole and exclusive jurisdiction to interpret and enforce the terms of the Agreement and Buyer hereby expressly consents and submits to such exclusive jurisdiction. †

10. **"AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" TRANSFER; NO WARRANTIES.** Buyer acknowledges and agrees that, to the maximum extent permitted by law, the Transaction and the sale contemplated herein are on an "as-is," "where-is," and "with all faults" basis, except only as otherwise specifically provided in the Agreement or any document to be executed or provided by Seller pursuant thereto. Seller and Seller's Brokers have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) manner, quality, state of repair, or lack of repair of the Property; (iv) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (v) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (vi) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (vii) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders; or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (viii) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (ix) the content, completeness or accuracy of any information or materials (including, without limitation, any

preliminary report regarding the title of the Property) furnished to Buyer by Seller or his agents; (x) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including, without limitation, any plans and specifications that may have been or may be provided to Buyer; (xi) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xii) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xiii) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xiv) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Agreement, be deemed to have been disclosed to Buyer by the Seller, as well. Without limiting any other provision hereof, Buyer hereby confirms and acknowledges that, except for Seller's express representations and warranties specified in this Agreement, Buyer is relying solely upon Buyer's own investigation of the Property. Notwithstanding the foregoing, nothing in Paragraph 10 is intended to in any way derogate, impair, modify, disclaim, revoke or otherwise adversely affect any representations or warranties of Seller (i) to the California Department of Real Estate in any application for, or other filing by Seller in connection with, a Public Report with respect to the subdivision or property of which the Property forms a part; (ii) The purchase agreement may not disclaim responsibility for representations made by Seller, Seller's agents/employees to induce the Buyer to enter into the contract, the representation in Seller's advertising material, the representations in the Public Report or the representations relied upon by the Department of Real Estate in issuing the Public Report.

11. **LIQUIDATED DAMAGES.** If Buyer fails to complete the purchase of the Property by reason of a default by Buyer, Seller shall be released from his obligation to sell the Property to Buyer, and Seller may pursue any remedy in law or equity that it may have against Buyer on account of such default, provided, however, that by placing their initials immediately below

*BUYER'S INITIALS: RS ^{Buyer's}SELLER'S INITIALS: AS ^{Seller's Initials:} TJ

Buyer and Seller agree, as follows:

A. An amount equal to three percent (3%) of the purchase price for the Property shall constitute liquidated damages payable to Seller in the event of Buyer's default, and

B. The payment of such liquidated damages shall be Seller's sole and exclusive remedy on account of Buyer's default; and

C. Such liquidated damages shall be payable to Seller out of Buyer's deposit toward payment of the purchase price for the Property in accordance with the following procedures:

At any time after the date provided for the Close of Escrow in the Agreement, or any mutually agreed extension date for the Close of Escrow, Seller shall give written notice to Escrow Holder and to Buyer (the "20 Day Notice and Demand") in the manner prescribed by Section 116.340 of the Code of Civil Procedure for service in a small claims action of Seller's determination that Buyer is in default under the Agreement, and demanding that Escrow Holder shall remit \$ 5,000 from Buyer's deposit to Seller as liquidated damages, unless within twenty (20) days from the date of Buyer's receipt of such notice, Buyer gives written notice of objection to the disbursement of such deposit as liquidated damages.

Buyer shall have a period of twenty (20) days from Buyer's receipt of the 20 Day Notice and Demand in which to give Escrow Holder and Seller Buyer's written objection to the disbursement of Buyer's deposit to Seller as liquidated damages.

If Buyer fails to give Escrow Holder and Seller its written objection within twenty (20) days after receipt of the 20 Day Notice and Demand, Escrow Holder shall automatically and without further direction, authorization or consent of the parties disburse Buyer's deposit to Seller as liquidated damages. Buyer hereby waives any and all claims or actions against Escrow Holder by reason of Escrow Holder's disbursement of Buyer's deposit in accordance with the provisions of this Paragraph 11.

Should Buyer make written objection to Escrow Holder and Seller to the disbursement of Buyer's deposit as liquidated damages within the twenty (20) day period following Buyer's receipt of the 20 Day Notice and Demand, the controversy regarding the disposition of the Buyer's deposit and any other funds held in escrow by Escrow Holder and any other claims or causes of action asserted under the Agreement or arising in connection with the condition of the Property shall be determined and resolved by the Bankruptcy Court as provided in Paragraph 9 of this Addendum.

NOTE: CIVIL CODE SECTION 1675(D) IS APPLICABLE TO THIS PROVISION. SECTION 1675(D) PROVIDES "IF THE AMOUNT ACTUALLY PAID PURSUANT TO THE LIQUIDATED DAMAGES PROVISION EXCEEDS THREE PERCENT (3%) OF THE PURCHASE PRICE, THE PROVISION IS INVALID UNLESS THE PARTY SEEKING TO UPHOLD THE PROVISION ESTABLISHES THAT THE AMOUNT ACTUALLY PAID IS REASONABLE AS LIQUIDATED DAMAGES."

* BUYER'S INITIALS: RS

^{Buyer's} SELLER'S INITIALS: AS

Seller's Initials: TJ

In no event is Escrow Holder required to disburse any amount as liquidated damages to Seller until such time as Escrow Holder has received reasonably satisfactory evidence that Buyer has received the 20 Day Notice and Demand.

12. COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES. Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any Broker, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as

may otherwise be expressly stated herein. Except as set forth in: (a) the Notice of Intent submitted to the California Department of Real Estate (the "DRE"), (b) the Final Subdivision Public Report issued by the DRE, and (c) any printed advertising material issued by Seller and provided to Buyer.

13. **ATTORNEYS' FEES.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

14. **EFFECT OF ADDENDUM.** To the extent of any inconsistency between the terms and provisions of this Addendum and those of the Standard Agreement, the terms and provisions of this Addendum shall govern and control. Except to that extent, the Standard Agreement and its terms and provisions shall be unchanged hereby and shall govern and control.

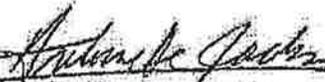
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IN WITNESS WHEREOF, Buyer and Seller have executed this Addendum as of the date set forth on the Standard Agreement.

AGREED AND ACCEPTED:

"BUYER:"

* 
Name: Ronald Jacobs

* 
Antoinette Jacobs

"SELLER:"


Thomas P. Jeremiasen, Chapter 11 Trustee for Estate
Financial, Inc. as Loan Servicing Agent

ESCROW HOLDER ACKNOWLEDGMENT:

A & A ESCROW SERVICES, INC.
415 NORTH CRESCENT DRIVE #320
BEVERLY HILLS, CA 90210

BY: _____
ANTONIA DELGADO

EXISTING SUBDIVISION INTEREST DISCLOSURE STATEMENT

THIS EXISTING SUBDIVISION INTEREST DISCLOSURE STATEMENT (THIS "DISCLOSURE STATEMENT") CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF [San Luis Obispo], COUNTY OF [San Luis Obispo], STATE OF CALIFORNIA DESCRIBED AS [Lockwood] (THE "EXISTING SUBDIVISION INTEREST"). THIS STATEMENT IS A DISCLOSURE OF THE CONDITIONS OF THE EXISTING SUBDIVISION INTEREST AS OF 02/14, 20[12]. WITHIN THE SELLER'S ACTUAL KNOWLEDGE, IT IS NOT A REPRESENTATION OR WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPLE(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS AND EXISTING REPORTS

All parties acknowledge that the real property being purchased is a lot, condominium unit or other interest in the Existing Subdivision Interest (the "Property") and the Seller hereby Discloses to the Buyer in this transaction that the following inspection reports, if any, regarding the Property were completed and are or have been in the possession of the Seller:

Description/Type	Vendor (by)	Date of Report
1.		
2.		
3.		
4.		
5.		

Buyer may request a copy of any of the reports listed above in writing within 5 days after receipt of this Disclosure Statement.

The following disclosures and other disclosures required by law, applicable to the condition of the Property, have or will be made in connection with the real estate transfer, and shall satisfy the disclosure obligation on this form, where the subject matter is the same.

- Inspection reports completed pursuant to the contract for sale or receipt for deposit.
- Additional inspection reports or disclosures:

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The disclosures and reports identified in this Section are collectively called the "Existing Disclosures."

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that this is not a representation or warranty. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The information disclosed in this Disclosure Statement is limited to information which Seller actually knows, based on reasonable efforts to obtain such information. The phrases "Seller's knowledge" and "Seller's awareness" when used herein, are limited accordingly.

THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE NOT THE DISCLOSURES OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller or Seller's tenant is is not occupying the Property.

A. The Property has the items checked below (read across):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Oven | <input checked="" type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor * | <input checked="" type="checkbox"/> Garbage Disposal |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Rain Gutters | <input type="checkbox"/> Burglar Alarms |
| <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Fire Alarm | <input type="checkbox"/> TV Antenna |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Central Heating |
| <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Wall/Window Air Conditioning |
| <input checked="" type="checkbox"/> Sprinklers | <input type="checkbox"/> Public Sewer System | <input type="checkbox"/> Septic Tank |
| <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Patio/Decking |
| <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Garage | <input type="checkbox"/> Sauna |
| <input type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover * | <input type="checkbox"/> Pool <input type="checkbox"/> Child Restraint Barrier* | <input type="checkbox"/> Spa <input type="checkbox"/> Locking Safety Cover * |
| <input type="checkbox"/> Security Gate(s) | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Number Remote Controls |
| Garage: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input type="checkbox"/> Solar | <input type="checkbox"/> Carpet |
| Pool/Spa Heater: <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Gas | <input type="checkbox"/> Water Heater: Anchored, Braced, or Strapped * | <input type="checkbox"/> Electric |
| Water Heater: <input type="checkbox"/> Gas <input checked="" type="checkbox"/> City | <input type="checkbox"/> Wall | <input type="checkbox"/> Private Utility or Other |
| Water Supply: <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Bottled | |
| <input checked="" type="checkbox"/> Window Screen | <input type="checkbox"/> Window Security Bars | <input type="checkbox"/> Quick Release Mechanism |

* RG * AB
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Exhaust Fan(s) in MASTER BATH, GUEST BATH, LAUNDRY ROOM ^{on Bedroom Windows*}
220 Volt Wiring in _____
Fireplace(s) in LIVING ROOM
 Gas Stove Roof(s): Type: COMPOSITION SHINGLES
Age: (approx) new
 Other: _____

To Seller's actual knowledge, are any of the above not in operating condition?

Yes No. If yes, then describe.

B. To Seller's actual knowledge, are there any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- | | | |
|--|---|--|
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Floors |
| <input type="checkbox"/> Exterior Walls | <input type="checkbox"/> Insulation | <input type="checkbox"/> Roof(s) |
| <input type="checkbox"/> Windows | <input type="checkbox"/> Doors | <input type="checkbox"/> Foundation |
| <input type="checkbox"/> Slab(s) | <input type="checkbox"/> Driveways | <input type="checkbox"/> Sidewalks |
| <input type="checkbox"/> Walls/Fences | <input type="checkbox"/> Electrical Systems | <input type="checkbox"/> Plumbing/Sewers/Septics |
| <input type="checkbox"/> Other Structural components | | |

Describe:

If any of the above is checked, explain (attached additional sheets if necessary):

* The garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with

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Section 19211 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code.

C. Does Seller have actual knowledge of any of the following:

- | | | |
|--|--------------------------------------|-------------------------------------|
| 1. Substances, materials or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property. | Yes | <input checked="" type="radio"/> No |
| 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property. | <input checked="" type="radio"/> Yes | No |
| 3. Any encroachments, easements or similar matters that may affect your interest in the subject property. | Yes | <input checked="" type="radio"/> No |
| 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. | Yes | <input checked="" type="radio"/> No |
| 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. | Yes | <input checked="" type="radio"/> No |
| 6. Fill (compacted or otherwise) on the property or any portion thereof. | Yes | <input checked="" type="radio"/> No |
| 7. Any settling from any cause, or slippage, sliding, or other soil problems. | Yes | <input checked="" type="radio"/> No |
| 8. Flooding, drainage or grading problems. | Yes | <input checked="" type="radio"/> No |
| 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides. | Yes | <input checked="" type="radio"/> No |
| 10. Any zoning violations, nonconforming uses, violations of "setback" requirements. | Yes | <input checked="" type="radio"/> No |
| 11. Neighborhood noise problems or other nuisances. | Yes | <input checked="" type="radio"/> No |
| 12. CC&Rs or other deed restrictions or obligations. | <input checked="" type="radio"/> Yes | No |
| 13. Homeowners' Association which has any authority over the subject property. | <input checked="" type="radio"/> Yes | No |
| 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). | <input checked="" type="radio"/> Yes | No |
| 15. Any notices of abatement or citations against the property. | Yes | <input checked="" type="radio"/> No |
| 16. Any lawsuits by or against the Seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). | Yes | <input checked="" type="radio"/> No |

If the answer to any of these is yes and they are not included in the preliminary title report, explain. (Attach additional sheets if necessary.)

*RT *AF

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The information herein is true and correct to the Seller's actual knowledge, as of the date signed by the Seller or Seller's representative.

Seller: [Signature]

Date: 12/20/12

BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

* Buyer: [Signature]

Date: 12-11-12

* Buyer: [Signature]

Date: 12-11-12

NOTE: Authority cited: Section 11001, Business and Professions Code, Reference: Sections 1005 and 1010, Business and Professions Code.

RECEIPT FOR PUBLIC REPORT

The Laws and Regulations of the California Real Estate Commissioner require that you as a prospective purchaser or lessee be afforded an opportunity to read the public report for this subdivision before you make any written offer to purchase or lease a subdivision interest or before any money or other consideration toward purchase or lease of a subdivision interest is accepted from you.

In the case of a preliminary or interim public report, you must be afforded an opportunity to read the public report before a written reservation or any deposit in connection therewith is accepted from you.

In the case of a conditional public report, delivery of legal title or other interest contracted for will not take place until issuance of a final public report. Provision is made in the sales agreement and escrow instructions for the return to you of the entire sum of money paid or advanced by you if you are dissatisfied with the final public report because of a material change. (See California Business and Professions Code Section 11012.)

**DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED
A COPY OF THE PUBLIC REPORT AND HAVE READ IT.**

I read the Commissioner's Public Report on 111979SA-A01
(PUBLIC NUMBER OR NAME)

"Rockview Class" Tract No. 2502
(TRACT NUMBER OR NAME)

I understand the public report is not a recommendation or endorsement of the subdivision, but is for information only.

The issue date of the public report which I received and read is: Jan 24, 2012

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