

Overbid procedure (if any): See Sale Motion

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

October 27, 2015 at 10:00 am
United States Bankruptcy Court
COURTROOM 301
3420 Twelfth Street, Riverside CA 92501

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

Melissa Davis Lowe
SHULLMAN HODGES & BASTIAN, 100 Spectrum Center
Drive, Suite 600, Irvine CA 92618
949-340-3400 / 949-340-3000
mlowe@shbllp.com

Date: 9/29/15

1 Leonard M. Shulman – State Bar No. 126349
Melissa Davis Lowe – Bar No. 245521
2 **SHULMAN HODGES & BASTIAN LLP**
100 Spectrum Center Drive, Suite 600
3 Irvine, California 92618
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000
Email: lshulman@shbllp.com
5 mlowe@shbllp.com

6 Attorneys for Lynda T. Bui,
Chapter 7 Trustee
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re

12 **MARY MACHIN AKA MARY**
13 **JOSEPHINE MACHIN,**

14 Debtor.
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Case No. 6:13-bk-28695-MJ

Chapter 7

**CHAPTER 7 TRUSTEE’S MOTION FOR
ORDER:**

- (1) **APPROVING THE SALE OF REAL
PROPERTY OF THE ESTATE FREE
AND CLEAR OF LIENS PURSUANT TO
BANKRUPTCY CODE §§ 363(b)(1) AND
(f), SUBJECT TO OVERBIDS,
COMBINED WITH NOTICE OF
BIDDING PROCEDURES AND
REQUEST FOR APPROVAL OF THE
BIDDING PROCEDURES UTILIZED;**
- (2) **APPROVING PAYMENT OF REAL
ESTATE COMMISSION; AND**
- (3) **GRANTING RELATED RELIEF;**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATIONS IN
SUPPORT THEREOF**

[Real Property located at 510 N. Villa Court #208,
Palm Springs, CA 92262]

NEW Hearing Date:

Date: October 27, 2015

Time: 10:00 a.m.

Place: Courtroom 301

3420 Twelfth Street

Riverside, CA 92501

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1 Accordingly, the Trustee believes that good cause exists to grant the Sale Motion so the
2 Trustee does not lose this favorable business opportunity.

3 **II. RELEVANT FACTS**

4 **A. Case Commencement**

5 On November 15, 2013, the Debtor filed a voluntary petition under Chapter 7 of the
6 Bankruptcy Code.

7 Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee in the Debtor's
8 bankruptcy case.

9 **B. The Property**

10 Among the assets of the Estate is the Property, which is legally described as follows:

11 A CONDOMINIUM COMPOSED OF:

12 PARCEL 1:

13 AN UNDIVIDED 1/138TH INTEREST IN AND TO LOTS 3 AND 4 OF TRACT
14 NO 15233, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE,
15 STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 114,
PAGES 76 AND 77 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

16 EXCEPTING THEREFROM UNITS 181 THROUGH 318, INCLUSIVE, AS
17 SHOWN UPON THE CONDOMINIUM PLAN RECORDED SEPTEMBER 17,
18 1980 AS INSTRUMENT NO. 169450, OFFICIAL RECORDS, TOGETHER
19 WITH EXCLUSIVE EASEMENTS FOR PARKING AND OTHER PURPOSES
20 AS SHOWN IN SAID PLAN; ALSO EXCEPTING THEREFROM, ANY OIL,
21 GAS, OR OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID
LAND, WITHOUT THE RIGHT OF SURFACE NETRY, RESERVED BY
SECURITY PACIFIC NATIONAL BANK OF LOS ANGELES, IN DEED
RECORDED JANUARY 11, 1936 IN BOOK 262, PAGE 533 AND
RECORDED MAY 22, 1936 IN BOOK 262, PAGE 238, BOHT OF OFFICIAL
RECORDS.

22 PARCEL 2:

23 UNIT 244 CONSISTING OF ELEMENTS A AND C AS SHOWN UPON THE
24 CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE.

25 PARCEL 3:

26 NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS,
27 ENCROACHMENT, MAINTENANCE, ENJOYMENT, REPAIRS AND
28 OTHER PURPOSES AS DESCRIBED IN THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAID TRACT,
TOGETHER WITH THOSE EXCLUSIVE EASEMENTS FOR PARKING AND
OTHER PUORPOSES AS SHOWN IN THE CONDOMINIUM PLAN

1 REFERRED TO IN PARCEL 1 ABOVE APPURTENANT TO PARCELS 1
AND 2.

2 APN: 504-043-064-4
3

4 Pursuant to Court order entered on November 21, 2014, the Trustee was authorized to
5 employ Richard A. Halderman, Jr. (“Broker”) to assist the Trustee in the marketing and sale of
6 the Property.

7 The Trustee’s Broker investigated the Property and believed that the value of the
8 Property was approximately \$75,000. The Property was thus listed for the sale price of \$80,000.
9 The listing price has been reduced at least twice because the Trustee did not receive any
10 acceptable offers. The Property was listed on the Pacific West MLS and the Combined Regional
11 MLS (which covers all of Riverside, San Bernardino and San Diego counties) and also multiple
12 websites. It has been advertised for sale since approximately November 2014. There has been
13 much activity in the Property, including at least fifteen showings. Despite the significant
14 marketing and interest in the Property, the offer presented herein is the highest and best offer that
15 the Estate has received. The Buyer’s offer is all cash, giving the Trustee confidence the sale will
16 close quickly to provide funds for the Estate.

17 As such, the Trustee believes the Buyer herein represents the best offer for the Estate and
18 will benefit the Estate and its creditors.

19 **C. Adversary Action on the Property**

20 The Debtor did not list the Property on her Bankruptcy Schedules. As of the Petition
21 Date, the Property was in the name of her ex-husband, Peter Machin (“Machin”). Pursuant to a
22 Judgment of Dissolution entered on January 27, 2012 between the Debtor and Machin, however,
23 the Property was ordered to be sold and the proceeds split equally between the Debtor and
24 Machin. A true and correct copy of the Judgment of Dissolution is attached to the Declaration of
25 Lynda T. Bui (“Bui Declaration”) as **Exhibit “4.”**

26 On April 2, 2014, the Trustee filed a Complaint to Sell Property Pursuant to 11 U.S.C.
27 §363(h), for Turnover of Property of the Estate and for Declaratory Relief against Machin

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1 seeking, *inter alia*, authority for turnover of the Property and the Crestline Property,
 2 commencing Adversary Case No. 6:14-ap-01087-MJ (“Adversary Action”).

3 Pursuant to Summary Judgment entered on October 16, 2014, the Adversary Action was
 4 adjudicated in the Trustee’s favor such that one-half of the Property was declared property of the
 5 Estate and the sale of the Property under Section 363(h) was approved. A true and correct copy
 6 of the Summary Judgment is attached to the Bui Declaration as **Exhibit “1.”**

7 **D. Liens and Encumbrances Against the Property and Their Proposed Treatment**
 8 **Through the Sale**

9 The following chart sets forth the liens and encumbrances against the Property as detailed
 10 in the Preliminary Title Report dated July 22, 2015 (“Preliminary Title Report”), a copy of which
 11 is attached as **Exhibit “2”** to the Bui Declaration, and the proposed treatment of the liens and
 12 encumbrances through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment of Lien Through the Sale</u>
Riverside County Treasurer-Tax Collector	Real property taxes	\$1,315.00	All outstanding real property taxes will be paid through escrow on the sale transaction.
Mary Machin, the debtor herein	Abstract of judgment for amount owed under a Judgment of Dissolution recorded on March 26, 2013 as Instrument No. 2013-143484 and which relates to a lis pendens recorded on April 15, 2008 as Instrument No. 2008-1887311 (“Debtor Judgment Lien”)	\$67,055.91	The Trustee desires to sell the Property and release this lien. This lien will be paid from the proceeds of the sale. Monies owed will be paid to the Estate as the amounts owed under the judgment to the Debtor are for pre-petition spousal support payments and constitute property of the Estate. <i>See, e.g., In re Anders</i> , 151 B.R. 543 (Bankr. D. Nev. 1993).
Mary Machin, the Debtor herein	Judgment for installment payments of spousal support recorded October 15, 2010 as Instrument No. 2010-495627	Unknown	This lien will not be paid through the sale. The amounts owed are for spousal support payments due pre-petition to the Debtor and are thus property of the Estate. The Trustee does not object to the sale and non-payment of this claim. Accordingly, the Property can be sold free and clear of this lien under Section 363(f)(2).

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owing</u>	<u>Treatment of Lien Through the Sale</u>
Mike Quagletti ("Quagletti")	Judgment lien recorded July 26, 2011 as Recording No. 2011-327070 and a partial satisfaction of judgment recorded June 20, 2012 as Instrument No. 2012-2485310 ("Quagletti Lien")	\$59,061	<p>The Quagletti Lien will only be paid if there are net proceeds available after payment of all costs of sale and senior liens. This lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will not attach to the sale proceeds.</p> <p>This lien is a sold out junior lienholder and as such, the Property can be sold free and clear of this lien under Section 363(f)(5).</p>

All costs of sale, including escrow fees and real estate commissions will be paid at closing. In addition, to the extent that there are any outstanding real property taxes, they will be paid through the sale.

It should be noted that Premier Management, the homeowners' association on the Property, asserts it is owed the sum of \$7,021.41 for HOA dues owed from June 2014 to present. No lien has been filed against the Property and as such, these amounts will not be paid through the sale of the Property.

E. The Purchase Offer and Summary of the Sale Terms

The Buyer has offered to purchase the Property for \$62,000.00. The purchase price includes a deposit of \$1,800.00. Attached as **Exhibit "3"** to the Bui Declaration is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and Counter Offer (collectively the "Agreement").

A summary of the Agreement's terms and highlights are discussed below, but the summary and discussion are not meant to be a complete review of every provision of the Agreement. The Agreement itself is the legally binding document the Trustee seeks approval of and, in the event of any inconsistency between the terms, provisions or effect of the Agreement and the description of it in these pleadings, the Agreement alone shall govern and not these pleadings or the descriptions herein.

In summary, the principal terms of the sale of the Property shall be as follows (the Trustee is referred to at times as the "Seller" in the following summary):

1	Buyer:	Robert Darryl Whitman, Jr. and Dinesa Diane Thomas-Whitman
2	Purchase Price:	\$62,000.00, subject to the Bidding Procedures set forth below. \$1,800.00 to be paid as a deposit, and the remainder in cash at closing.
3	Escrow:	Escrow holder will be A&A Escrow. Escrow is scheduled to close as soon as possible after entry of the Court order approving the sale transaction ("Approval Order"), but no later than the first business day after fourteen days following entry of the Approval Order.
4		
5	Buyer's Due Diligence and Cancellation Right	Buyer shall have ten calendar days from the date of Agreement to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer.
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8	Escrow, Title and Other Costs	All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.
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14	Bankruptcy Court Approval	The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court.
15		
16	Real Estate Agent Commission	Through escrow on the sale of the Property, and subject to Court approval, the Trustee shall pay compensation for real estate agent services to the Buyer's agent and the Estate's agent. The agents shall equally split a commission in the amount of \$3,720.00 (6% of the purchase price) ² as follows:
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22	Purchase Without Warranties	Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written.
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² The Trustee reserves the right to request a reduction to net the Estate additional fees. The Broker has been advised that the Court has the ultimate discretion to reduce the commission percentage as well.

1	Trustee's Liability	The Buyer acknowledges that the Trustee is acting in her official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Agreement, including any addendums to the Agreement, the Property, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Agreement; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee has agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.
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6	Hold Harmless	The Buyer understands the terms and conditions of the entire purchase contract and holds the Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, and her attorneys including Shulman Hodges & Bastian LLP, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.
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12	Jurisdiction of the Bankruptcy Court	Any and all disputes which involve in any manner the Estate or Lynda T. Bui, Trustee, arising from the Agreement and/or its addendums or relating in any manner to the Property, shall be resolved only in the United States Bankruptcy Court, Central District of California.
13		
14	Outstanding Real Property Taxes	To be paid by through escrow.
15		
16	Free and Clear of Liens and Encumbrances	The Property shall be delivered to the Buyer free and clear of all liens and encumbrances. Any liens and interests against the Property that are not paid in full through escrow shall attach to the sale proceeds generated through the sale with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.
17		
18	Good Faith Finding	The proposed sale has been brought in good faith and has been negotiated on an "arms length" basis. The negotiations with the Buyer have resulted in an offer to sell the Estate's interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
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21	Waiver of Rule 6004(h)	The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement.
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24 **F. Tax Consequences of Sale**

25 The Trustee is informed that the Property has a tax basis of approximately \$75,000. The

26 Trustee's accountant has advised he does not expect the sale of the Property to generate any

27 capital gains or other taxes from the sale.

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1 **G. Notice of Bidding Procedures**

2 The Trustee has determined that it would benefit the Estate to permit all interested parties
3 to receive information and bid for the Property instead of selling the Property to the Buyer on an
4 exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the
5 creditors of this Estate, the Trustee also seeks Court approval of the following bidding
6 procedures (“Bidding Procedures”):

7 1. Potential overbidder(s) must bid an initial amount of at least \$2,000.00 over the
8 Purchase Price, or \$64,000.00. Minimum bid increments thereafter shall be \$1,000.00. The
9 Trustee shall have sole discretion in determining which overbid is the best for the Estate and will
seek approval from the Court of the same.

10 2. Overbids must be in writing and be received by the Trustee and the Trustee’s
11 counsel, Shulman Hodges & Bastian LLP to the attention of Melissa Davis Lowe on or before
5:00 p.m. (California time) on September 25, 2015.

12 3. Overbids must be accompanied by certified funds in an amount equal to three
percent (3%) of the overbid purchase price.

13 4. The overbidder must also provide evidence of having sufficient specifically
14 committed funds to complete the transaction, or a lending commitment for the bid amount and
15 such other documentation relevant to the bidder’s ability to qualify as the purchaser of the
Property and ability to close the sale and immediately and unconditionally pay the winning bid
purchase price at closing.

16 5. The overbidder must seek to acquire the Property on terms and conditions not less
17 favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase
18 the Property as set forth in the Agreement attached as **Exhibit “3”** to the Bui Declaration
including closing on the sale of the Property in the same time parameters as the Buyer.

19 6. All competing bids must acknowledge that the Property is being sold on an “AS
20 IS” basis without warranties of any kind, expressed or implied, being given by the Trustee,
21 concerning the condition of the Property or the quality of the title thereto, or any other matters
22 relating to the Property. The competing bid buyer must represent and warrant that he/she is
23 purchasing the Property as a result of their own investigations and are not buying the Property
24 pursuant to any representation made by any broker, agent, accountant, attorney or employee
acting at the direction, or on the behalf of the Trustee. The competing bidder must acknowledge
25 that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement,
26 the competing buyer forever waives, for himself/herself, their heirs, successors and assigns, all
27 claims against the Debtors, their attorneys, agents and employees, the Debtors’ Estate, Lynda T.
28 Bui as Trustee and individually, and her attorneys, agents and employees, arising or which might
otherwise arise in the future concerning the Property.

25 7. If overbids are received, the final bidding round for the Property shall be held at
26 the hearing on the Sale Motion in order to allow all potential bidders the opportunity to overbid
27 and purchase the Property. At the final bidding round, the Trustee or his counsel will, in the
28 exercise of their business judgment and subject to Court approval, accept the bidder who has
made the highest and best offer to purchase the Property, consistent with the Bidding Procedures
 (“Successful Bidder”).

1 8. At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter*
2 *alia*, authorizing and approving the sale of the Property to the Successful Bidder. The hearing on
3 the Sale Motion may be adjourned or rescheduled without notice other than by an announcement
4 of the adjourned date at the hearing on the Sale Motion.

5 9. In the event the Successful Bidder fails to close on the sale of the Property within
6 the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's
7 Deposit and will be released from his obligation to sell the Property to the Successful Bidder and
8 the Trustee may then sell the Property to the first back-up bidder approved by the Court at the
9 hearing on the Sale Motion ("First Back-Up Bidder").

10 10. In the event First Back-Up Bidder fails to close on the sale of the Property within
11 the time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder's
12 Deposit and will be released from his obligation to sell the Property to the First Back-Up Bidder
13 and the Trustee may then sell the Property to the second back-up bidder approved by the Court at
14 the hearing on the Sale Motion ("Second Back-Up Bidder").

15 III. ARGUMENT

16 A. The Court May Authorize the Sale When There is a Good Faith Purchaser

17 The Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b).
18 The standards to establish are that there is a sound business purpose for the sale, that the sale is
19 in the best interests of the estate, i.e., the sale is for a fair and reasonable price, that there is
20 accurate and reasonable notice to creditors and that the sale is made in good faith. *In re Wilde*
21 *Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d
22 1063, 1069 (2d Cir. 1983). Business justification would include the need to close a sale to one of
23 very few serious bidders where an asset has been shopped and a delay could jeopardize the
24 transaction. *See, e.g., In re Crowthers McCall Pattner, Inc.*, 114 B.R. 877, 885 (Bankr. S.D.N.Y.
25 1990) (extreme difficulty finding a buyer justified merger when buyer found). The Trustee's
26 proposed sale of the Property meets the foregoing criteria.

27 1. Sound Business Purpose

28 The Ninth Circuit has adopted a flexible, case-by-case test to determine whether the
business purpose for a proposed sale justifies disposition of property of the estate under Section
363(b). *In re Walter*, 83 B.R. 14 (B.A.P. 9th Cir. 1988). In *Walter*, the Ninth Circuit, adopting
the reasoning of the Fifth Circuit in *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir.
1986), and the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983), set forth the
following standard to be applied under Bankruptcy Code Section 363(b):

1 Whether the proffered business justification is sufficient depends on the case. As
2 the Second Circuit held in *Lionel*, the bankruptcy judge should consider all salient
3 factors pertaining to the proceeding and, accordingly, act to further the diverse
4 interests of the debtor, creditors and equity holders, alike. He might, for example,
5 look to such relevant factors as the proportionate value of the assets to the estate
6 as a whole, the amount of lapsed time since the filing, the likelihood that a plan of
7 reorganization will be proposed and confirmed in the near future, the effect of the
8 proposed disposition on future plans of reorganization, the proceeds to be
9 obtained from the disposition vis-a-vis any appraisals of the property, which of
10 the alternatives of use, sale or lease the proposal envisions and, most importantly
11 perhaps, whether the asset is increasingly or decreasing in value. This list is not
12 intended to be exclusive, but merely to provide guidance to the bankruptcy judge.

13 *Walter*, 83 B.R. at 19-20 (quoting *Continental*, 780 F.2d at 1226).

14 Here, the facts surrounding the sale of the Property support the Trustee’s business
15 decision that the proposed sale is in the best interests of the Estate and its creditors. Through the
16 sale, the Trustee expects to generate proceeds as follows:

Sale Price	\$62,000.00
Less real estate commission and costs of sale (8%)	(\$4,960.00)
Less property taxes (will be pro-rated)	(\$1,315.00)
Estimated Net Sale Proceeds to be paid to the Estate based on the Debtor Judgment Lien	\$55,725.00

17 The amount owed under the Debtor Judgment Lien is approximately \$67,055.91. There
18 will not be sufficient funds to pay the Debtor Judgment Lien in full but the Trustee desires to sell
19 and release the Debtor Judgment Lien so long as all the net sale proceeds up to \$67,055.91 are
20 paid to the Estate on account of the Debtor Judgment Lien. If the Motion is not approved, then
21 there will be a substantial loss to the Estate and its creditors as the Estate will lose these funds
22 which will help provide a distribution to creditors.

23 Furthermore, the Trustee believes that the proposed sale, subject to overbids, will be at
24 fair market value because it is the best offer the Estate has received thus far for the Property.
25 Given that the sale is subject to overbids, it is anticipated the Trustee will receive the best and
26 highest value for the Property and therefore the proposed sale price of the Property is fair and
27 reasonable. Therefore, the Trustee respectfully submits that, if this Court applies the good
28 business reason standard suggested by the Second Circuit in *Lionel*, the sale should be approved.

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1 2. The Sale Serves the Best Interests of the Estate and Creditors

2 The Trustee believes that it would be in the best interest of the Estate and its creditors to
3 sell the Property. Through the sale, the Estate will receive approximately \$55,725 in proceeds
4 through payoff of the Debtor Judgment Lien. Further, in the event the purchase price is increased
5 by a successful overbid, the Estate will receive some funds from the sale of the Property to help
6 provide a greater distribution to creditors.

7 If the Sale Motion is not approved, the Estate will likely lose the Buyer. The Trustee
8 does not want to lose this beneficial business opportunity. Thus, the Trustee has made a business
9 decision that it is in the best interest of the creditors of the Estate that this Sale Motion be
10 approved.

11 3. Accurate and Reasonable Notice

12 It is expected that notice of this Sale Motion will satisfy the requirements for accurate
13 and reasonable notice.

14 The notice requirements for sales are set forth in Federal Rules of Bankruptcy Procedure
15 (“FRBP”) 6004 and 2002. The notice must include the time and place of any public sale and/or
16 the terms and conditions of any private sale, the time fixed for filing on objections and a general
17 description of the property. Fed. R. Bankr. P. 2002(c)(1).

18 In compliance with FRBP 2002 and Bankruptcy Code Section 102(1), the Trustee shall
19 provide notice of the proposed sale of the Property to creditors and parties in interest. The
20 Notice of Sale Motion will include a summary of the terms and conditions of the proposed
21 private sale, the time fixed for filing objections, and a general description of the Property. The
22 Trustee submits that the notice requirements will have been satisfied, thereby allowing creditors
23 and parties in interest an opportunity to object to the sale. Hence, no further notice should be
24 necessary.

25 4. The Sale is Made in Good Faith

26 The proposed sale has been brought in good faith and has been negotiated on an “arms
27 length” basis. The court, in *Wilde Horse Enterprises*, set forth the factors in considering whether
28 a transaction is in good faith. The court stated:

1 “Good faith” encompasses fair value, and further speaks to the integrity of the
2 transaction. Typical ‘bad faith’ or misconduct, would include collusion between
3 the seller and buyer, or any attempt to take unfair advantage of other potential
4 purchasers. . . . And, with respect to making such determinations, the court and
5 creditors must be provided with sufficient information to allow them to take a
6 position on the proposed sale.

7 *Id.* at 842 (citations omitted).

8 In the present case, the negotiation of the proposed sale was an arms-length transaction.
9 The negotiations with the Buyer resulted in a sale price for the Property that will have substantial
10 benefit to the Estate. As set forth in the Notice of the Sale Motion, the creditors will have been
11 provided with sufficient notice of the sale. Accordingly, the sale is in good faith and should be
12 approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m)
13 at the hearing on this Sale Motion.

14 **B. The Proposed Sale Should be Allowed Free and Clear of Liens**

15 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate
16 “free and clear of any interest in such property of an entity,” if any one of the following five
17 conditions is met:

- 18 (1) applicable non-bankruptcy law permits a sale of such property free
19 and clear of such interest;
- 20 (2) such entity consents;
- 21 (3) such interest is a lien and the price at which such property is to be
22 sold is greater than the aggregate value of all liens on such property;
- 23 (4) such interest is in bona fide dispute; or
- 24 (5) such entity could be compelled, in a legal or equitable proceeding,
25 to accept money satisfaction of such interest.

26 11 U.S.C. § 363(f).

27 1. **The Sale Should be Approved Under 11 U.S.C. § 363(f)(2).**

28 The Trustee (the real party in interest) desires to sell the Property and release the
Judgment Debtor Lien and the judgment for installment payments of spousal support owed to the
Debtor. The amounts owed pursuant to these liens relate to spousal support payments owed pre-

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1 petition which are property of the Estate. *See, In re Anders*, 151 B.R. 543 (Bankr. D. Nev.
2 1993). As such, the Estate can consent to sale of the Property free and clear of such liens.

3 2. The Sale Should be Approved Under 11 U.S.C. § 363(f)(5).

4 The sale can be free and clear of the Quagletti Lien pursuant to Section 363(f)(5). The
5 Ninth Circuit Bankruptcy Appellate Panel (“Panel”) recently analyzed §363(f)(5) in the context
6 of the sale of real property in *Clear Channel Outdoor, Inc. v. Knupfer (In re PW, LLC)*, 391 B.R.
7 25 (9th Cir. B.A.P. 2008) (“Clear Channel”).

8 In *Clear Channel*, the Panel deconstructed the factors under §363(f)(5) into the following
9 three requirements: (1) the nondebtor must hold an “interest”; (2) the nondebtor could be
10 compelled into accepting a money satisfaction; and (3) a legal or equitable proceeding must exist
11 in which to extinguish the nondebtor’s interest. As to the first element, the Panel explicitly
12 stated that a lien against the asset, including a secured lien, constitutes an “interest” under
13 §363(f)(5). *Id.* at 41. As to the second element, the Panel asserted that subsection (f)(5) “refers
14 to a legal and equitable proceeding in which the nondebtor could be compelled to take *less* than
15 the value of the claim secured by the interest.” *Id.* at 42 (emphasis found in original). The Panel
16 highlights the central issue of significance as “whether a ‘mechanism exists to address
17 extinguishing the lien or interest without paying such interest in full’.” *Id.* (quoting *In re Gulf*
18 *States Steel*, 285 B.R. 497, 508 (Bankr. N.D. Ala. 2002). Finally, the Panel addressed the third
19 element of §363(f)(5) as requiring that there “be, or that there be the possibility of, some
20 proceeding, either at law or at equity, in which the nondebtor could be forced to accept money
21 satisfaction of its interest.” *Id.* at 45. Under the third element, the question is solely “whether
22 there is an available type or form of legal or equitable proceeding in which a court could compel
23 [the nondebtor] to release its lien for payment of an amount that was less than full value of [its]
24 claim.” *Id.*

25 Here, all requirements as delineated in *Clear Channel* for a sale under § 363(f)(5) are
26 present. First, Quagletti holds a junior lien. The Debtor Judgment Lien is an abstract of
27 judgment recorded on March 26, 2013 but it relates back to the *lis pendens* recorded on April 15,
28 2008. *See, Slintak v. Buckeye Retirement Co., L.L.C. Ltd.*, 139 Cal.App.4th 575, 586 (2006).

1 True and correct copies of the abstract of judgment and *lis pendens* are attached to the Bui
2 Declaration as **Exhibits “5” and “6.”** The Quagletti Lien was recorded on July 26, 2011 and as
3 such, is junior to the Debtor Judgment Lien and is expressly within the scope of § 363(f)(5). *See,*
4 *e.g.* 391 B.R. at 41. California’s foreclosure sale regime and process for executing on an abstract
5 of judgment through a sheriff’s sale provide an available form of legal proceeding in which a
6 court could compel the junior lienholder to release its lien for payment of an amount that was
7 less than full value of its claim—or no value at all.

8 In *Clear Channel*, the Panel considered a few contractual hypothetical situations under
9 Section 363(f)(5), none of which were a foreclosure. *Clear Channel*, 391 B.R. at 45-46.
10 Addressing this issue, the Court in *In re Jolan, Inc.* recognized that there are a number of legal
11 and equitable proceedings in Washington in which a junior lienholder could be compelled to
12 accept less than the value of his lien. *In re Jolan, Inc.*, 403 B.R. 866, 869 (Bankr. W.D. Wash.
13 2009). For example, the *Jolan* Court noted that in the disposition of real property, “judicial and
14 nonjudicial foreclosures in Washington operate to clear junior lienholders’ interests... Likewise,
15 a real property tax sale.” *Id.* at 871 (internal citations omitted).

16 In the same vein, a New York bankruptcy court convincingly held that section 363(f)(5)
17 does not require that the sale price for the property exceed the value of the interests, and that “the
18 existence of judicial and nonjudicial foreclosure and enforcement actions under state law can
19 satisfy section 363(f)(5).” *In re Boston Generating, LLC*, 440 B.R. 302, 333 (Bankr. S.D.N.Y.
20 2010). The court in *In re Boston Generating* went on to find that § 363(f)(5) is satisfied where
21 the junior lienholder could be compelled under applicable state law to accept general unsecured
22 claims to the extent the sale proceeds were insufficient to pay the full value of their claims. *Id.*

23 Likewise, California has legal and equitable proceedings that closely parallel those
24 discussed in *In re Jolan* and *In re Boston Generating*, in that they also “operate to clear junior
25 lienholders’ interests”, despite that the proceeds of the sale are insufficient to cover such interests
26 in full. *In re Jolan*, 403 B.R. at 870. Specifically, California’s trustee sale regime is an existing
27 legal mechanism by which a junior lien can be extinguished without paying such interest in full.
28 *See*, Cal. Civ. Code §§2924-2924I. In a foreclosure proceeding under California law, liens are

1 paid in the order of priority. California Civil Code §2924k(a) provides, in relevant part, that the
2 proceeds of a foreclosure sale shall be paid in the following order of priority: (1) costs of sale,
3 including permitted trustee's and attorney's fees; (2) to payment of the secured deed of trust
4 which is the subject of the sale; and (3) to satisfy the outstanding balance of obligations secured
5 by any junior liens or encumbrances in the order of their priority. Properly recorded judgment
6 liens are payable from surplus proceeds as junior liens. *See Cal-Western Reconveyance Corp. v.*
7 *Reed*, 152 Cal. App. 4th 1308 (2007). If the foreclosure sale produces insufficient value, then
8 the sale will not result in payment of junior claims, as there is no provision in California
9 requiring a junior lienholder to be paid in full in connection with a foreclosure proceeding by the
10 senior lienholder. Though a junior lienholder may in some situations seek and obtain a money
11 judgment against the debtor for the deficiency in state court, California law provides that the
12 surplus that must be paid to juniors includes only the amount received at the foreclosure sale in
13 excess of the amount owed the foreclosing beneficiary and cost of sale. Under the foreclosure
14 proceedings, the property will still be sold to the highest foreclosure sale bidder, despite any
15 resulting deficiency of a junior claim.

16 Similarly, California's procedure for the sale of property pursuant to an execution levy
17 does not require payment of junior liens. *See*, Cal. Code Civ. Pro. §701.620; *Bratcher v.*
18 *Buckner*, 90 Cal.App.4th 1177, 1189 (2001).

19 Thus, it is clear that by way of California's foreclosure sale procedures and levy execution
20 sale procedures, a legal mechanism exists through which a junior lienholder could be compelled
21 to accept a money satisfaction of its interest, thereby meeting the requirements for a sale under §
22 363(f)(5). *See Clear Channel*, 391 B.R. at 45. Notably, the Sale Motion affords the junior
23 claims as a whole at least the same protection, if not more, that such interest holders would be
24 afforded under California law if the senior lienholder were to foreclose. Junior claimants have
25 an opportunity to protect their interests by asserting their "unsecured" claim for monetary relief
26 against the Estate, which will be managed and distributed by the Trustee, in a similar manner that
27 such claimants would have the opportunity to file a deficiency action against the Debtor in a non-
28 bankruptcy foreclosure sale proceeding.

1 Based on the foregoing, the Trustee respectfully submits that the holder of an interest who
2 asserts a junior lien against the Property could be compelled, in a legal or equitable proceeding,
3 to accept a money satisfaction of its interest—even where such money satisfaction is less than
4 the full amount of such junior lienholder’s claim. Because Cal. Civ. Code §§2924 *et. al.* and
5 other state law provide a mechanism to accomplish this result, a sale under §363(f)(5) with the
6 same result is likewise proper. Under these circumstances, the Court should allow the sale free
7 and clear of liens under §363(f)(5). Quagletti may still have an unsecured claim against the
8 Estate. As such, the sale of the Property can be free and clear of the Quagletti Lien.

9 **C. The Court has the Authority to Approve the Bidding Procedures**

10 Implementation of the Bidding Procedures is an action outside of the ordinary course of
11 the business. Bankruptcy Code Section 363(b)(1) provides that a trustee “after notice and
12 hearing, may use, sell or lease, other than in the ordinary course of business, property of the
13 estate.” 11 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he
14 court may issue any order, process, or judgment that is necessary or appropriate to carry out the
15 provisions of this title.” 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code Sections
16 363(b)(1) and 105(a), this Court may authorize the implementation of overbidding procedures.

17 The Ninth Circuit, in a case under the Bankruptcy Act, recognized the power of a
18 bankruptcy court to issue orders determining the terms and conditions for overbids with respect
19 to a sale of estate assets. *In re Crown Corporation*, 679 F.2d 774 (9th Cir. 1982). The *Crown*
20 *Corporation* court entered an order specifying the minimum consideration required for an
21 overbid as well as the particular contractual terms required to be offered by overbidders. *Id.* at
22 777. The *Crown Corporation* decision also approves an order requiring and setting the amount
23 of potential overbidder’s deposits and authorized courts to determine the disposition of such
24 deposits. *Id.* While the discussion is not extensive, the *Crown Corporation* decision recognizes
25 the authority of bankruptcy courts to order the implementation of bidding procedures such as
26 those proposed in the present case.

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28 ///

1 1. **The Overbid Procedures are Untainted by Self-Dealing**

2 The Bidding Procedures have been proposed in good faith and have been negotiated on
3 an “arms-length” basis. Therefore, there is no prospective taint in dealings between Trustee and
4 any potential bidders.

5 2. **The Overbid Procedures Encourage Bidding and are Fair in Amount**

6 The Bidding Procedures are designed to encourage, not hamper bidding and are
7 reasonable under the circumstances. The Bidding Procedures are intended to provide potential
8 overbidders with adequate information to make an informed decision as to the amount of their
9 bid and the validity of their bid.

10 3. **The Overbid Procedures are Fair, Reasonable and Serve the Best Interests of**
11 **the Estate**

12 The proposed Bidding Procedures serve the Estate in several ways. First, the Bidding
13 Procedures themselves are fair, reasonable and productive; they will permit the Trustee to
14 conduct an orderly sale and obtain the best possible price on the best possible terms for the
15 Property.

16 The Bidding Procedures will ensure that all bids will be comparable. The Trustee will
17 determine which bid is the highest and best for the Estate. The comparability requirement of the
18 Bidding Procedures will make it possible to accomplish this task.

19 The Bidding Procedures will help the Trustee to obtain the highest and best possible price
20 for the Property. The Bidding Procedures institute minimum overbid increments which the
21 Trustee believes are reasonable. Thus, the Trustee will be able to obtain substantial benefit for
22 this Estate from the sale of the Property from competing bids.

23 The Bidding Procedures require that potential bidders demonstrate their capacity to
24 complete the transaction. It would be a serious loss to the Estate if it surrendered its opportunity
25 to sell the Property to one buyer in favor of a competing bidder only to discover the successful
26 bidder incapable of consummating the transaction. Thus, requiring bidders to qualify as
27 qualified bidders will protect the Estate from such a loss.

28 ///

1 Finally, the most important benefit of the Bidding Procedures to the Estate is that their
2 implementation will enable the consummation of the proposed sale. The proposed sale will be
3 the best way to obtain the maximum and most expedient recovery for creditors of this Estate.
4 Implementation of the Bidding Procedures is an essential component of consummating the sale
5 of the Property and maximizing the value of the Property for the Estate and creditors.

6 The Bidding Procedures proposed by the Trustee are fair and provide for a “level playing
7 field” for all prospective bidders with respect to the Property. The proposed Bidding Procedures
8 establish a reasonable but expeditious timeline for allowing the Trustee to give notice of the
9 proposed sale and qualified bidders to conduct reasonable due diligence and submit competing
10 offers for the Property, thereby potentially generating additional value for the Property.
11 Furthermore, the notice that the Trustee proposes to provide to creditors and parties in interest in
12 connection with the Bidding Procedures and the Sale Motion is designed to attract the most
13 interest in the acquisition of the Property and is sufficient under the circumstances of this case.
14 Thus, approval of the Bidding Procedures will serve the best interests of the Estate and its
15 creditors.

16 **D. The Court has the Authority to Waive the Fourteen-Day Stay of Sale**

17 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the
18 use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days
19 after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h).

20 The Trustee desires to close the sale of the Property as soon as practicable after entry of
21 an order approving the sale. Accordingly, the Trustee requests that the Court, in the discretion
22 provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the fourteen-day stay
23 requirement.

24 **E. Request for Payment of Real Estate Commission**

25 Bankruptcy Code Section 327 allows, with court approval, for the trustee to employ
26 professional persons, “that do not hold or represent an interest adverse to the estate, and that are
27 disinterested persons.” 11 U.S.C. § 327(a). By an Order entered on November 21, 2014, the
28 Trustee was authorized to employ the Broker to assist the Trustee in the marketing and sale of

1 the Property.

2 Bankruptcy Code Section 328 allows employment of a professional person under section
3 327 “on any reasonable terms and conditions of employment, including on a retainer, on an
4 hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. §
5 328(a) (emphasis added). Through this Sale Motion, as provided in the Agreement, the Trustee
6 seeks authorization to pay a real estate broker commission in the amount of six percent (6%) of
7 the purchase price.

8 Through escrow on the sale of the Property, and subject to Bankruptcy Court approval,
9 the Trustee shall pay a real estate broker’s commission as follows.

<u>Agent</u>	<u>Commission</u>
Trustee’s Broker Richard A. Halderman, Jr.	\$1,860.00
Buyer’s Broker Francine Anderson	\$1,860.00
Total Commission	\$3,720.00

14 **IV. CONCLUSION**

15 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that good
16 cause exists for granting the Sale Motion and requests that the Court enter an order as follows:

- 17 1. Approving the Bidding Procedures set forth above for the sale of the Property.
- 18 2. Authorizing the Trustee to sell the Property to the Buyer (or Successful Bidder)
19 pursuant to the terms and conditions as set forth in the Agreement attached as **Exhibit “3”** to the
20 Bui Declaration.
- 21 3. Authorizing the sale of the Property free and clear of liens with all liens to attach
22 to the proceeds of the sale in the same validity, extent and priority as before the sale.
- 23 4. Authorizing the Trustee to sign any and all documents convenient and necessary
24 in pursuit of the sale as set forth above, including but not limited to any and all conveyances
25 contemplated by the Agreement attached as **Exhibit “3”** to the Bui Declaration.
- 26 5. Approving the payment of the real estate commission in the total amount not to
27 exceed six percent (6%) of the purchase price.

28 ///

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare:

1. I am the duly appointed, qualified and acting Chapter 7 Trustee for the bankruptcy estate of Mary Machin (“Debtor”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I make this Declaration in support of my Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief (“Sale Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. I have read and I am aware of the contents of the Sale Motion and the accompanying Memorandum of Points and Authorities.

4. Pursuant to Court order entered on November 21, 2014, I was authorized to employ Richard A. Halderman, Jr. (“Broker”), to assist me in the marketing and sale of the Property.

5. The Debtor did not list the Property on her Bankruptcy Schedules. As of the Petition Date, the Property was in the name of her ex-husband, Peter Machin (“Machin”). Pursuant to a Judgment of Dissolution entered on January 27, 2012 between the Debtor and Machin, however, the Property was ordered sold and the proceeds split equally between the Debtor and Machin. A true and correct copy of the Judgment of Dissolution is attached hereto as **Exhibit “4.”** Given that there will not be any net proceeds beyond payment to the Estate on account of the Debtor Judgment Lien, there will be no payment on account of the Quagletti Lien. There will also not be any proceeds to Mr. Machin.

6. On April 2, 2014, through my counsel, I filed a Complaint to Sell Property Pursuant to 11 U.S.C. §363(h), for Turnover of Property of the Estate and for Declaratory Relief against Machin seeking, *inter alia*, authority for turnover of the Property, commencing Adversary Case No. 6:14-ap-01087-MJ (“Adversary Action”).

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1 7. Pursuant to Summary Judgment entered on October 16, 2014, the Adversary
2 Action was adjudicated in my favor such that the Property was ordered sold and the proceeds
3 split 50% to the Estate and 50% to Machin. A true and correct copy of the Summary Judgment
4 is attached hereto as **Exhibit "1."**

5 8. The Sale Motion sets forth the proposed treatment of all the liens and
6 encumbrances against the Property as detailed in Preliminary Title Report dated July 22, 2015 a
7 true and correct copy of which is attached hereto as **Exhibit "2."**

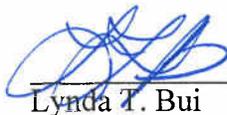
8 9. Through my Broker, I received an offer from the Buyer to purchase the Property
9 for \$62,000.00 all cash. Attached hereto as **Exhibit "3"** is a true and correct copy of the
10 Residential Purchase Agreement and Joint Escrow Instructions and Counter Offers and related
11 addendum (collectively, the "Agreement") for which I am seeking Court approval.

12 10. For the reasons set forth in the Sale Motion and this Declaration, I respectfully
13 request that the Court grant the Sale Motion so that I do not lose this favorable business
14 opportunity to net a substantial amount of money for the Estate.

15 11. I would like to sell the Property and release the Debtor Judgment Lien and the
16 judgment for installment payments in favor of the Debtor. Attached hereto as Exhibits **"5" and**
17 **"6"** are true and correct copies of the abstract of judgment recorded by the Debtor on March 26,
18 2013 and the related lis pendens.

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

21 Executed on September 3, 2015, at Irvine, California.

22 
23 Lynda T. Bui

DECLARATION OF RICHARD A. HALDERMAN, JR.

I, Richard A. Halderman, Jr., declare:

1. I am a real estate agent, duly licensed in the State of California with an office located at 3857 Birch Street, Suite 480, Newport Beach, California 92660; telephone 714-664-0115. I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I make this Declaration in support of the Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief ("Sale Motion"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. In late April 2014, I was asked by the Trustee to evaluate the Palm Springs Property. The Palm Springs Property is a one bath/one bedroom condominium.

4. I reviewed properties comparable to the Palm Springs Property and believe the Palm Springs Property to be worth approximately \$80,000.

5. The Property was thus listed for the sale price of \$80,000. The Property was listed on the Pacific West MLS and the Combined Regional MLS (which covers all of Riverside, San Bernardino and San Diego counties) and multiple websites, and advertised for sale since approximately November 15, 2014. There was significant interest in the Property, including at least fifteen showings. Unfortunately, no acceptable offers were received and the listing price was reduced twice. Recently, the Trustee received the offer from the Buyer. The offer from the Buyer proposed in the Motion is the highest and best offer received thus far.

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

Executed on September 1, 2015, at Santa Ana, California.


Richard Halderman

EXHIBIT 1

1 Leonard M. Shulman – Bar No. 126349
Melissa Davis Lowe – Bar No. 245521
2 **SHULMAN HODGES & BASTIAN LLP**
8105 Irvine Center Drive, Suite 600
3 Irvine, CA 92618
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000
Email: lshulman@shbllp.com; mlowe@shbllp.com
5 Attorneys for Plaintiff, Lynda T. Bui, Chapter 7 Trustee



6
7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

10
11 **In re**) Case No. 6:13-bk-28695-MJ
12 **MARY MACHIN,**) Chapter 7
13 Debtor.) Adv. Case No. 6:14-ap-01087-MJ
14 _____) **SUMMARY JUDGMENT IN FAVOR OF**
15 **LYNDA T. BUI, solely in her capacity as**) **PLAINTIFF AND AGAINST**
16 **the Chapter 7 Trustee of the bankruptcy**) **DEFENDANT**
17 **estate of Mary Machin,**)
18 Plaintiff,) [Notice of Motion and Motion, Memorandum
19 vs.,) of Points and Authorities, Separate Statement
20 **PETER MACHIN, an individual,**) of Uncontroverted Facts and Conclusions of
21 Defendant(s).) Law, and Request for Judicial Notice filed
22) concurrently herewith]
23) Hearing:
Date: October 9, 2014
Time: 10:00 a.m.
Place: Courtroom 301

24 The Motion (“Motion”) of Plaintiff Lynda T. Bui, solely in her capacity as the Chapter 7
25 trustee for the bankruptcy estate of Mary Machin for summary judgment as to her claims for sale
26 of property pursuant to 11 U.S.C. §363(h) and turnover of property of the estate pursuant to 11
27 U.S.C. §542 against Defendant Peter Machin (“Defendant”) came on regularly for hearing before
28 this Court on October 9, 2014 at 10:00 am, the Honorable Meredith Jury, United States

1 Bankruptcy Judge presiding. Melissa Davis Lowe appeared on behalf of Plaintiff and the
2 Defendant appeared on his own behalf. No other appearances were made.

3 Having given due consideration to the Motion, the declarations and other evidence
4 submitted in support of the Motion, the oppositions and replies thereto, the record and
5 proceedings in the Debtor's bankruptcy case and this adversary proceeding, the arguments of
6 counsel at the hearing, and for other good cause shown,

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

8 1. Judgment shall be entered in favor of Plaintiff and against Defendant on all causes
9 of action.

10 2. The Trustee is authorized to sell both the interest of the bankruptcy estate
11 ("Estate") and of the Defendant in the real property located at 510 N. Villa Court #208, Palm
12 Springs, CA 92262 ("Palm Springs Property") pursuant to 11 U.S.C. §363(h). The net proceeds
13 of the sale of the Palm Springs Property shall be split one-half (1/2) to the Estate and one-half
14 (1/2) to the Defendant.

15 3. The Crestline Property shall be turned over to the Trustee and shall be sold with
16 100% the proceeds of the sale to benefit the Estate.

17 4. The Court hereby declares that one-half (1/2) of the interest in the Palm Springs
18 Property is property of the Estate and one hundred percent (100%) of the Crestline Property is
19 property of the Estate pursuant to Section 541 of the Bankruptcy Code.

20 #####

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26
27 Date: October 16, 2014


Meredith A. Jury
United States Bankruptcy Judge

EXHIBIT 2



Fidelity National Title Company

UPDATED PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

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

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

Countersigned by:

A handwritten signature in black ink, appearing to read "Kelly", written over a horizontal line.

Authorized Signature



By:

A handwritten signature in black ink, appearing to read "Randy Quirk", written over a horizontal line.

Randy Quirk, President

Attest:

A handwritten signature in black ink, appearing to read "Michael Gravelle", written over a horizontal line.

Michael Gravelle, Secretary



Fidelity National Title Company

19000 MacArthur Blvd., Suite 300, Irvine, CA 92612
Phone: (949) 788-2800 • Fax: (949) 341-0251

PRELIMINARY REPORT

Title Officer: **Debbie Tognetti**
Phone: **(949) 788-2825**
Fax: **(949) 341-0251**
Email: **debbie.tognetti@fnf.com**

ORDER NO.: **00062613-997-OC1-DT**

LOAN NO.:

Lido Pacific
225 N. Broadway
Santa Ana, CA 99999

ATTN: Richard
YOUR REF:

PROPERTY: **510 North Villa Court #208, Palm Springs, CA**

EFFECTIVE DATE: July 22, 2015 at 7:30 a.m.

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy (2-3-10)
ALTA Extended Loan Policy (6-17-06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A CONDOMINIUM, as defined in Sections 783 and 1351(f) of the California Civil Code, in fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Peter H. Machin, a married man as his sole and separate property

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

DT/va1 May 1, 2014

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPOSED OF:

PARCEL 1:

AN UNDIVIDED 1/138TH INTEREST IN AND TO LOTS 3 AND 4 OF TRACT NO 15233, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 114, PAGES 76 AND 77 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM UNITS 181 THROUGH 318, INCLUSIVE, AS SHOWN UPON THE CONDOMINIUM PLAN RECORDED SEPTEMBER 17, 1980 AS INSTRUMENT NO. 169450, OFFICIAL RECORDS, TOGETHER WITH EXCLUSIVE EASEMENTS FOR PARKING AND OTHER PURPOSES AS SHOWN IN SAID PLAN; ALSO EXCEPTING THEREFROM, ANY OIL, GAS, OR OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, RESERVED BY SECURITY PACIFIC NATIONAL BANK OF LOS ANGELES, IN DEED RECORDED JANUARY 11, 1936 IN BOOK 262, PAGE 533 AND RECORDED MAY 22, 1936 IN BOOK 262, PAGE 238, BOTH OF OFFICIAL RECORDS.

PARCEL 2:

UNIT 244 CONSISTING OF ELEMENTS A AND C AS SHOWN UPON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, ENJOYMENT, REPAIRS AND OTHER PURPOSES AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAID TRACT, TOGETHER WITH THOSE EXCLUSIVE EASEMENTS FOR PARKING AND OTHER PURPOSES AS SHOWN IN THE CONDOMINIUM PLAN REFERRED TO IN PARCEL 1 ABOVE APPURTENANT TO PARCELS 1 AND 2.

APN: **504-043-064-4**

PRELIMINARY REPORT
YOUR REFERENCE:

Fidelity National Title Company
ORDER NO.: 00062613-997-OC1-DT

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2015-2016.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 011-003
Tax Identification No.: 504-043-064-4
Fiscal Year: 2014-2015
1st Installment: \$555.75, Not Paid – Delinquent
Penalty: \$55.56
2nd Installment: \$555.75, Not Paid – Delinquent
Penalty: \$94.19
Exemption: None shown
Land: \$19,000.00
Improvements: \$55,000.00
Personal Property: None shown
Bill No.: 0332683

3. Said property has been declared tax defaulted for non-payment of delinquent taxes for the fiscal year **2014-2015**.

APN No.: 504-043-064-4
Default Date: June 30, 2014

Amounts to redeem for the above-stated fiscal year (and subsequent years if any) are:

Amount: \$1,314.72, by July 31, 2015
Amount: \$1,331.40, by August 31, 2015

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.

Note: If said supplementals (if any) are not posted prior to the date of closing, this company assumes no liability for payment thereof.

5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. Matters in various instruments of record which contain among other things easements and rights of way in, on, over and under the common area for the purpose of constructing, erecting, operating or maintaining thereon or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, telephone, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and similar public or quasi-public improvements or facilities.

Also the right of use and enjoyment in and to and throughout the common area as well as the non-exclusive easements and rights for ingress, egress to the owner herein described.

Reference is hereby being made to various documents and maps of record for full and further particulars.

Affects the common area

EXCEPTIONS
(Continued)

7. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions, but omitting, except to the extent that said covenant or restriction is controlled or permitted by any applicable federal or state law, any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, medical condition, national origin, source of income, or ancestry.

Entitled: Covenants, Conditions and Restrictions
Recording Date: September 10, 1980
Recording No.: Instrument No. 1980-164651, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Said instrument also provides for the levy of assessments, the lien of which are stated to be subordinate to the lien of certain mortgages or deeds of trust made in good faith and for value.

Among other things, said documents provides:

The right of levy certain charges or assessment against said land which shall become a lien if not paid, as therein set forth

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 17, 1960
Recording No: Instrument No. 169451, of Official Records

8. Any rights of the parties, if other than the vestees, in possession of the Parking Space shown in the legal description herein.
9. A pending court action as disclosed by a recorded notice:

Plaintiff: Mary J. Machin
Defendant: Peter H. Machin
County: Los Angeles
Court: Superior
Case No.: BD 483 879
Nature of Action: Real property claim
Recording Date: April 15, 2008
Recording No: Instrument No. 2008-187311, of Official Records

EXCEPTIONS
(Continued)

10. A judgment for installment payments of spousal and/or child support, to be made by:

Debtor: Peter Henry Machin
Creditor: Mary Josephine Machin
Date entered: December 24, 2008
County: Los Angeles
Court: Superior
Case No.: BD 483 879
Recording Date: October 15, 2010
Recording No: Instrument No. 2010-495627, of Official Records

Before issuing the requested policy of title insurance, the Company will require acknowledgement that all installments which have matured prior to and including, the date of the policy to be issued have been paid. This Acknowledgement must conform to state requirements and be in recordable form.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. An abstract of judgment for the amount shown below and any other amounts due:

Amount: \$104,455.12
Debtor: Peter H. Machin, Mary J. Machin
Creditor: Mike Quagletti
Date entered: April 12, 2011
County: Los Angeles
Court: Superior
Case No.: YC060534
Recording Date: July 26, 2011
Recording No: Instrument No. 2011-327070, of Official Records

Partial Satisfaction recorded June 20, 2012, Instrument No. 2012-285310, of Official Records

Reference is hereby made to said document for full particulars.

12. A homestead declaration

Executed By: Peter Henry Machin
Dated: January 28, 2012
Recording Date: February 7, 2012
Recording No.: Instrument No. 2012-55564, of Official Records

13. An abstract of judgment for the amount shown below and any other amounts due:

Amount: \$10,000.00
Debtor: Peter Henry Machin
Creditor: Mary Josephine Machin
Date entered: January 27, 2012
County: Los Angeles
Court: Superior
Case No.: BD 483879
Recording Date: March 26, 2013
Recording No: Instrument No. 2013-143484, of Official Records

**EXCEPTIONS
(Continued)**

14. A pending Court Action as disclosed by a recorded notice:

Plaintiff: Mary Machin
Defendant: Peter Machin, an individual
County: Riverside
Court: United States Bankruptcy Court
Case No.: 613-BK-28695-MJ
Nature of Action: Real property claim
Recorded: April 18, 2014
Recording No.: Instrument No. 2014-142134, of Official Records

15. **Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**

16. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

17. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF ITEMS

NOTES

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116.2 indicating that the Land includes a **condominium designated as Unit No. 244** and known as 510 North Villa Court #208, Palm Springs, CA 92262 to an Extended Coverage Loan Policy.
3. **Unless this company is in receipt of WRITTEN instructions authorizing a particular policy, Fidelity Title will AUTOMATICALLY issue the American Land Title Association Homeowner's Policy (02/03/2010) for all qualifying residential 1-4 properties/transactions to insure the buyer at the close of escrow.**
4. **Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.**
5. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
6. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third party service. If the above requirements cannot be met, please call the Company at the number provided in this report
7. Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee must be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full.

In the event that the reconveyance fee and the assignment, release or transfer are not included within the demand statement, then Fidelity National Title Insurance Company and its Underwritten Agent may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.
8. The RESPA Rule to Simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Cost includes a provision for average charges, allowing settlement service providers to establish an average recording fee. Transactions opening after May 1, 2014; the average recording charge for all residential loan transactions (including refinances) is \$85.00 and the charge for all residential sale transactions with a purchase money loan is \$85.00. Divide the average between the buyer and seller as per contract or local custom. The average charge is applied regardless of the number of documents recorded in the transaction, the number of pages in each document or the actual recording charges. If your transaction is not a residential loan or sale with a new loan, please contact your title professional for the actual recording charges.

NOTES
(Continued)

9. Note: Part of the RESPA Rule to simplify and Improve the Process of Obtaining Mortgages and Reduce Consumer Settlement Costs requires the settlement agent to disclose the agent and underwriter split of title premiums, including endorsements as follows:

Line 1107 is used to record the amount of the total title insurance premium, including endorsements, that is retained by the title agent. Fidelity National Title Company retains 88% of the total premium and endorsements.

Line 1108 used to record the amount of the total title insurance premium, including endorsements, that is retained by the title underwriter. Fidelity National Title Insurance Company retains 12% of the total premium and endorsements.

END OF NOTES

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on

subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your

prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances (“opt out”). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company

FNTC - Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California

FNF Underwriter

FNTIC - Fidelity National Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

FEE REDUCTION SETTLEMENT PROGRAM (FNTC, FNTCCA and FNTIC)

Eligible customers shall receive \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in The People of the State of California.

DISASTER LOANS (FNTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

Notice

You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between May 19, 1995 and November 1, 2002. If you had more than one qualifying transaction, you may be entitled to multiple discounts.

If your previous transaction involved the same property that is the subject of your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must – prior to the close of the current transaction - inform the Company of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Effective through November 1, 2014

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990**

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

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

EXCLUSIONS

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

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

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

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * improvements on the land
 - * land division
 - * environmental protection
 This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A
 - OR
 - * in streets, alleys, or waterways that touch your land
 This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

2006 ALTA OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

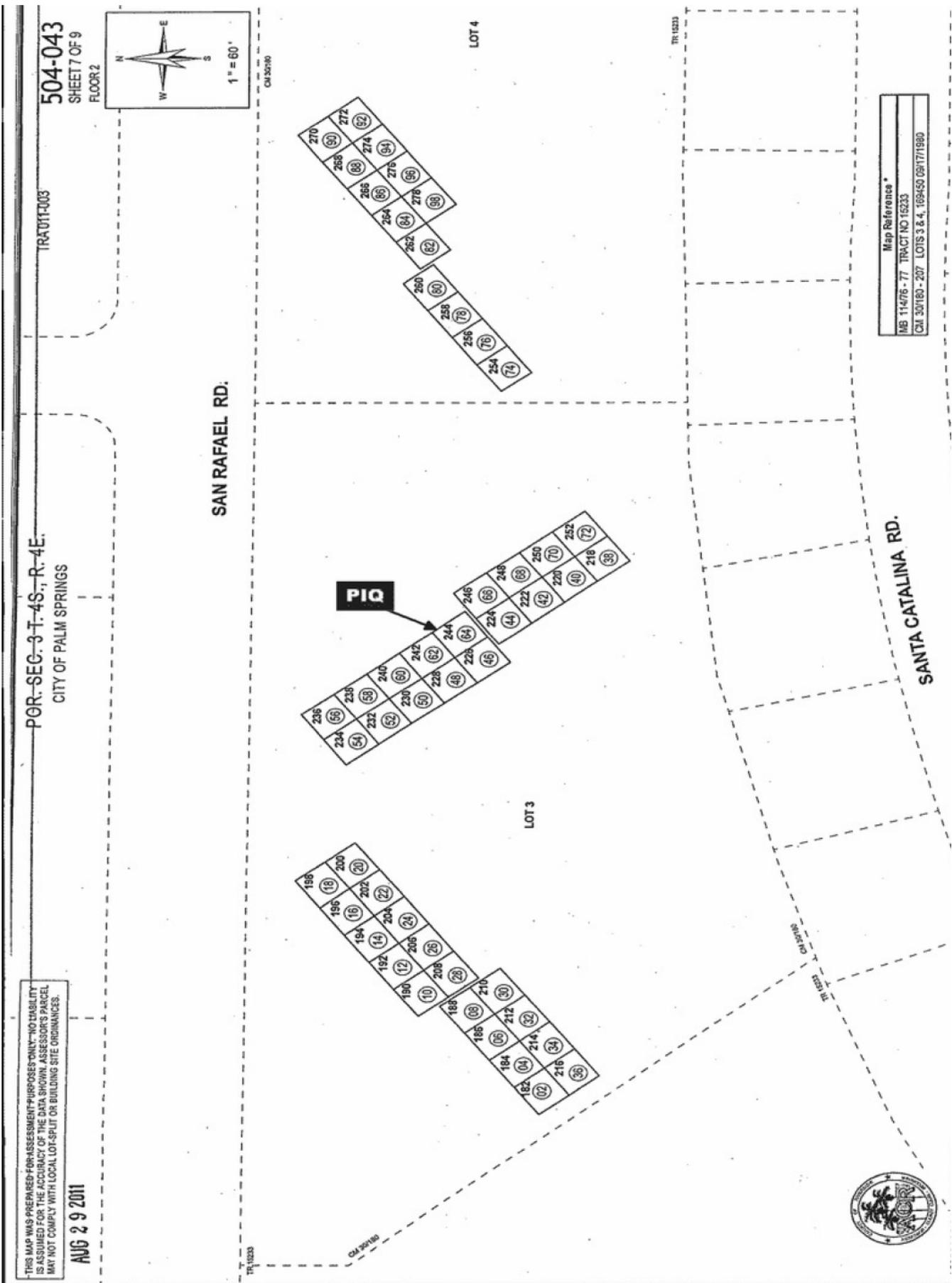
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not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

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

EXCLUSIONS FROM COVERAGE

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

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



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAPS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

AUG 29 2011

POR. SEC. 3 T. 4S. R. 4E.
 CITY OF PALM SPRINGS

504-043
 SHEET 7 OF 9
 FLOOR 2

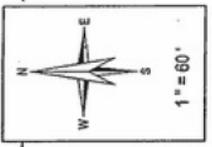


EXHIBIT 3

DocuSign Envelope ID: D8791D65-CEC8-420E-AB9A-0527622A4C9E

Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

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

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

J. **LOAN TERMS:**

(1) **LOAN APPLICATIONS:** Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

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

(3) **LOAN CONTINGENCY REMOVAL:**

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

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

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

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

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

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

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

5. **ADDENDA AND ADVISORIES:**

A. **ADDENDA:**

<input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)	<input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)
<input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	<input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA)
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)	<input type="checkbox"/> Other _____

B. **BUYER AND SELLER ADVISORIES:**

<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"/> Short Sale Information and Advisory (C.A.R. Form SSIA)	<input type="checkbox"/> REO Advisory (C.A.R. Form REO)
	<input type="checkbox"/> Other _____

6. **OTHER TERMS:**

7. **ALLOCATION OF COSTS**

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

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

(2) Buyer Seller shall pay for the following Report Termite Report prepared by Sellers Choice

(3) Buyer Seller shall pay for the following Report Buyer to pay for their own home inspection prepared by _____

Buyer's Initials (RDW) (DDV)

Seller's Initials (_____) (_____)

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

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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

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

C. ESCROW AND TITLE:

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

D. OTHER COSTS:

- (1) Buyer [] Seller [X] Seller shall pay County transfer tax or fee
(2) Buyer [] Seller [X] Seller shall pay City transfer tax or fee
(3) Buyer [] Seller [X] Seller shall pay Homeowners' Association ("HOA") transfer fee
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
(5) Buyer [] Seller [X] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(6) Buyer to pay for any HOA certification fee.
(7) Buyer [] Seller [X] Seller shall pay for any private transfer fee
(8) Buyer [] Seller [] Seller shall pay for
(9) Buyer [] Seller [] Seller shall pay for
(10) Buyer [] Seller [X] Seller shall pay for the cost, not to exceed \$ 340.00, of a standard (or [] upgraded) one-year home warranty plan, issued by Fidelity Nat'l Home Warranty Comprehensive Plus Plan, with the following optional coverages: [X] Air Conditioner [] Pool/Spa [] 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.

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

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

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

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

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

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

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

Buyer's Initials ([]) ([])

Seller's Initials ([]) ([])

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

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9. CLOSING AND POSSESSION:

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

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

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

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or SSD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with a Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 260.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Buyer's Initials (RDU) (DDV)
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Seller's Initials (_____) (_____)



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

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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPD or SSD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.
11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) 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 except for minimally invasive testing required to prepare a Pest Control Report; 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 such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
 - D. Buyer Indemnity and seller protection for entry upon property: Buyer shall (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
13. TITLE AND VESTING:
- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
 - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
 - C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
 - D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES; CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials (RDW) (Diana Diane Thomas-Whitman)

Seller's Initials () ()

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)



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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - A. SELLER HAS: 7 (or ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(4), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
 - B. (1) BUYER HAS: 17 (or ___) Days After Acceptance, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14C(1).
 - C. SELLER RIGHT TO CANCEL:
 - (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
 - E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement (or failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
 - G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BORD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).
- 15. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or ___) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

Buyer's Initials (RW) (SDV)
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Seller's Initials (_____) (_____)



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

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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

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

Buyer's Initials () ()
RPA-CA REVISED 11/14 (PAGE 7 OF 10)

Seller's Initials () ()



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

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Robert Barry

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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

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

Buyer's Initials RWJ / DDV

Seller's Initials _____ / _____

22. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumemediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials RWJ / DDV

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

Buyer's Initials (RWJ) (DDV)

Seller's Initials (_____) (_____)

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

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Robert Darryl

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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOOA).
- 27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 28. **TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

- 29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 30. **DEFINITIONS:** As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

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

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

Date 7/20/2015 BUYER Robert Darryl Whitman Dr
(Print name) Robert Darryl Whitman 3454172668402...

Date 7/20/2015 BUYER Dinesa Diane Thomas-Whitman
(Print name) Dinesa Diane Thomas-Whitman 11097740E...

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

Seller's Initials () ()



RPA-CA REVISED 11/14 (PAGE 9 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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Robert Darryl

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 Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

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

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

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

Date SELLER
 (Print name)

Date SELLER
 (Print name)

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

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

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

DocuSigned by:			
Real Estate Broker (Selling Firm) <i>The Real Estate Professionals</i>		CalBRE Lic. # 01184933	Date 7/20/2015
By <i>Francine Anderson</i>	Francine Anderson	CalBRE Lic. # 01197286	Date
By <i>Richard Halderman</i>		CalBRE Lic. #	Date
Address 24962 Siagocoach Dr		City Laguna Hills	State Ca Zip 92653
Telephone (714) 469-7849	Fax (866) 604-5577	E-mail <i>Francine@occondohomes.com</i>	
Real Estate Broker (Listing Firm) <i>Lido Pacific Asset Mgmt</i>		CalBRE Lic. #	Date
By <i>Richard Halderman</i>		CalBRE Lic. # 00529557	Date
By		CalBRE Lic. #	Date
Address		City	State Zip
Telephone (714) 664-0115	Fax (714) 664-0995	E-mail <i>lidoacmgmt@aol.com</i>	

ESCROW HOLDER ACKNOWLEDGMENT:

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

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

Escrow Holder	Escrow #
By	Date
Address	
Phone/Fax/E-mail	
Escrow Holder has the following license number # _____	
Department of Business Oversight, Department of Insurance, Bureau of Real Estate	

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

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

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 RPA-CA REVISED 11/14 (PAGE 10 of 10)

Buyer's Acknowledgment of this Agreement (/) (/)

Reviewed by
 Broker or Designee



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

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Robert Darryl

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY (C.A.R. Form BIA, Revised 11/14)

Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

("Property").

- 1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

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

Buyer Robert Darryl Whitman Jr. (Signature)

DocuSigned by: Buyer Dinesa Diane Thomas-Whitman (Signature)

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BIA REVISED 11/14 (PAGE 1 OF 1)

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



The Real Estate Professionals P.O. Box 5191 Balboa Island, CA 92662 Phone 949.469.7347 Fax 366.694.5577 Robert Darryl Francine Anderson Produced with zipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Subj: **Re: Offer 510 N. Villa Ct 208**
Date: 7/21/2015 12:22:11 P.M. Pacific Daylight Time
From: lidopacmgt@aol.com
To: francinesochomes@gmail.com

Hi Francine-Received your offer and the other paperwork. Will send to the Trustee today.

Dick Halderman

In a message dated 7/20/2015 10:50:44 P.M. Pacific Daylight Time, francinesochomes@gmail.com writes:

Richard,

Enclosed is the offer for 510 N. Villa Ct. 208. including proof of funds. Buyer can close earlier than 30 days if needed.

Please contact me with any questions.

Thank you,

Francine Anderson
The Real Estate Professionals
Cell: 714 469-7849
Fax: 866 604-5577
Email: francinesochomes@gmail.com
Web: www.ocondohomes.com

BRE# 01297286

Tuesday, July 21, 2015 AOL: lidopacmgt

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

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

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

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

SELLER'S AGENT

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

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

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

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

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

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.
An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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

Buyer Seller Landlord Tenant Robert Darryl Whitman Jr Date 7/20/2015

Buyer Seller Landlord Tenant Dinesh Dinesh Thomas Whitman Date 7/20/2015

Agent DocuSigned by: The Real Estate Professionals BRE Lic. # 01184933

By Francine Anderson Real Estate Broker (Firm) BRE Lic. # 01297286 Date 7/20/2015
Salesperson or Broker-Associate Francine Anderson

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

Seller/Landlord	Date	Seller/Landlord	Date
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

The Real Estate Professionals P.O. Box 5191 Balboa Island CA 92662 Phone 949.469.7949 Fax 866.604.5577 Robert Darryl
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CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means a transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction. 2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer. 2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal. 2079.16 Reproduced on Page 1 of this AD form. 2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form. (DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): the seller exclusively; or both the buyer and seller. (Name of Listing Agent) (DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): the buyer exclusively; or the seller exclusively, or both the buyer and seller. (Name of Selling Agent if not the same as the Listing Agent) (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. 2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction. 2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship. 2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with. 2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price. 2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent. 2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. 2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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

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Reviewed by _____ Date _____



Robert Darryl

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CALIFORNIA ASSOCIATION OF REALTORS®

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

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

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

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

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

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

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

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

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

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

Seller	_____	Date	_____
Seller	DocuSigned by: _____	Date	_____
Buyer	<i>Robert Darryl Whitman Jr</i>	Robert Darryl Whitman Jr	Date <u>7/20/2015</u>
Buyer	<i>Dinesa Diane Thomas-Whitman</i>	Dinesa Diane Thomas-Whitman	Date <u>7/20/2015</u>
Real Estate Broker (Firm)	<u>Lido Pacific Asset Mgmt</u>	CalBRE Lic # _____	Date _____
By	<u>Richard Halderman</u>	CalBRE Lic # <u>00529557</u>	Date _____
Real Estate Broker (Firm)	<u>The Real Estate Professionals</u>	CalBRE Lic # <u>01184933</u>	Date <u>7/20/2015</u>
By	<i>Francine Anderson</i>	CalBRE Lic # <u>01297286</u>	Date <u>7/20/2015</u>

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PRBS 11/14 (PAGE 1 OF 1)

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

The Real Estate Professionals P.O. Box 5191 Francine Anderson	Balboa Island, CA 92662 Produced with zipForm® by zipLogix, 16070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com	Phone: 949.469.7849 Fax: 866.604.5577 48026 www.ziplogix.com	Robert Darryl
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CALIFORNIA ASSOCIATION OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY (This Form Does Not Replace Local Condition Disclosures. Additional Addenda May Be Attached to This Advisory. See Paragraph 52) (C.A.R. Form SBSA, Revised 11/13)

510 N. Villas Ct #208

Property Address Palm Springs, Ca 92262

Date July 20, 2015

BUYER RIGHTS AND DUTIES:

The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers. You should conduct thorough investigations of the Property both personally and with appropriate professionals. If professionals recommend further inspections, you should contact qualified experts to conduct such inspections. You should retain your own professional even if Seller or Broker has provided you with existing reports. You should read all written reports given to you and discuss those reports with the persons who prepared them. You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to make any such repairs, corrections or other requested actions. If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.

The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

You have a duty to disclose material facts known to you that affect the value or desirability of the Property. You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement. This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures. The terms of the Agreement establish your rights and responsibilities.

BROKER RIGHTS AND DUTIES:

Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it. For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals. Many defects and conditions may not be discoverable by a Broker's visual inspection. If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing. Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

1. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not have expertise in these areas. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

Buyer's Initials (RDW) (DSV)

Seller's Initials () ()

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SBSA REVISED 11/13 (PAGE 1 OF 12)

Reviewed by _____ Date _____



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)

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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

2. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

3. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geotechnical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections.

4. GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Brokers do not have expertise in this area. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s).

5. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home."

6. EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional.

Buyer's Initials (RDW) (DDV)

Seller's Initials (_____) (_____)

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Date: July 20, 2015

7. FORMALDEHYDE: Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's investigation period. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

8. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

9. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

10. SEPTIC SYSTEMS: Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level.

Buyer's Initials (RDW) (DDV)

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11. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

12. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. Brokers do not have expertise in this area. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period.

13. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

15. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee of up to \$150.00 per structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

Buyer's Initials (RDW) (DDV)

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Date: July 20, 2015

16. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

17. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA.

18. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use of the Property, its development and size. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

19. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

20. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

21. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls - Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting - The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use - A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system - Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts - Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences - It is likely that most

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residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction - Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions - As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter.

22. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

23. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

24. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

25. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

26. RETROFIT, BUILDING REQUIREMENTS AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

27. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

Buyer's Initials (RDW) (DDV)

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28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer. California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at <http://cahighspeedrail.ca.gov>. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions.

29. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's investigation contingency period. Brokers do not have expertise in this area.

30. MARIJUANA AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California's medical marijuana law is in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" (http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

31. INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or SSD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain

Buyer's Initials (PS) (PS)

Seller's Initials (_____) (_____)

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 7 OF 12)

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Robert Darryl

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Property Address: 510 N. Villas Ct #208, Palm Springs, Ca 92262

Date: July 20, 2015

investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner Association Insurance. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurers as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

32. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

33. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservation, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agricultural or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions on Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

34. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities District and/or a contractual assessment provided in Section 5898.24 of the Streets and Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. Brokers do not have expertise in this area.

35. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further, there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code § 1353.9. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. See paragraph 31 for further information regarding insurance. See C.A.R.'s Common Interest Development Basic Information Guide on Epubs in zipForm®6 for further information. Brokers do not have expertise in this area.

36. LEGAL ACTION: Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters.

Buyer's Initials (RSW) (DSV)

Seller's Initials () ()
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Date: July 20, 2015

37. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

38. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-Con Building products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized abs, polybutylene and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. Another source affiliated with the CPSC is www.saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

39. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

40. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

41. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

42. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

43. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

Buyer's Initials (RSW) (SSV)

Seller's Initials () ()

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Date: July 20, 2015

44. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following "Notice of Your 'Supplemental' Property Tax Bill" to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax responsibility payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

45. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

46. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445 requires a Buyer to withhold and to remit to the Internal Revenue Service 10% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

47. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

Buyer's Initials (RDW) (DDV)

Seller's Initials (_____) (_____)

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Date: July 20, 2015

48. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails.

49. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

50. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specific 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.)

51. DEATH ON THE PROPERTY: California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.

52. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

- A. _____
- B. _____
- C. _____
- D. _____

Buyer's Initials (RDWJ) (DDV)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____

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Date: July 20, 2015

Buyer and Seller acknowledge and agree that Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) do not have any obligation to conduct an inspection of common areas or areas off the site of the Property (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Brokers; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

Buyer and Seller are encouraged to read this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Advisory.

DocuSigned by:
 BUYER Robert Darryl Whitman Jr Robert Darryl Whitman Jr Date 7/20/2015
 BUYER Dinesa Diane Thomas-Whitman Dinesa Diane Thomas-Whitman Date 7/20/2015

(Address) _____

SELLER _____ Date _____

SELLER _____ Date _____

(Address) _____

Real Estate Broker (Selling Firm) The Real Estate Professionals Cal BRE Lic. # 01184933
 By Francine Under Cal BRE Lic.# 01297286 Date 7/20/2015
 Address 24962 Stagecoach Dr City Laguna Hills State Ca Zip 92653
 Telephone (714)469-7849 Fax (866)604-5577 Email francine@occondohomes.com

Real Estate Broker (Listing Firm) Lido Pacific Asset Mgmt Cal BRE Lic. # _____
 By Richard Halderman Cal BRE Lic.# 00529557 Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone (714)664-0115 Fax (714)664-0995 Email lidopacmgt@aol.com

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 Francine Anderson Produced with zipForm® by zipLogix 18078 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Robert Darryl

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ASSOCIATION OF REALTORS®

COUNTER OFFER No. ONE

For use by Seller or Buyer. May not be used as a multiple counter offer. (C.A.R. Form CO, Revised 11/13)

In re Machin, Mary Chapter 7 Bk. #6:13-28695 MJ

This is a counter offer to the: California Residential Purchase Agreement, Counter Offer No. _____, or Other _____ (Offer), dated July 22, 2015, on property known as 510 N. Villa Court, #208, Palm Springs, CA 92262 (Property), between Robert/Dinesa Whitman ("Buyer") and Lynda T. Bui, Chap. 7 Trustee ("Seller"). Date July 22, 2015

- 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 or an addendum.
 - 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. Property is being purchased in AS IS condition with no expressed/implicit warranties.
 - 2. Sale subject to Bankruptcy Court approval and overbid.
 - 3. Escrow to be with A&A Escrow, Beverly Hills, Title ins. with Fidelity Title.
 - 4. Seller does not accept page two, para 7(A)(2) & page three, paragraphs 7(B)(2) & 7(D)(10).

D. The following attached addenda are incorporated into this Counter offer: Addendum No. _____ _____

- 2. Expiration: This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
 - A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 3 (if more than one signature then, the last signature date) (or by AM PM on _____ (date)) (i) it is signed in paragraph 4 by the Buyer or Seller to whom it is sent and (ii) a copy of the signed Counter Offer is personally received by the person making it or Richard Halderman Jr.
 - OR B. If the Buyer or Seller who made the Counter Offer withdraws it anytime prior to Acceptance (C.A.R. Form WOO may be used).
- 3. OFFER: BUYER OR SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
 - Buyer Seller Lynda T. Bui, Chapter 7 Trustee Date 7/22/2015
- 4. ACCEPTANCE: I/WE accept the above Counter Offer (if checked SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.
 - Buyer Seller Robert/Dinesa Whitman Dr Date 7/22/2015 Time AM/PM
 - Buyer Seller Dinesa Whitman Date 7/22/2015 Time AM/PM

CONFIRMATION OF ACCEPTANCE: 836A (1/1/08) 740E...

(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 2A on (date) 7/23/2015 at 2:21 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 whether or not confirmed in this document.

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Reviewed by _____ Date _____



EXHIBIT 4

FL-180

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, District, City, and address): SARA A. WEINSTEIN SBN 113684 LAW OFFICES OF SARA A. WEINSTEIN 11150 W. OLYMPIC BLVD., SUITE 1120 LOS ANGELES, CA 90064 TELEPHONE NO.: (310) 785-9444 FAX NO. (Optional): (310) 785-3922 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PETITIONER MARY JOSEPHINE MACHIN SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL DISTRICT	FOR COURT USE ONLY ORIGINAL FILED JAN 27 2012 LOS ANGELES SUPERIOR COURT
MARRIAGE OF PETITIONER: MARY JOSEPHINE MACHIN RESPONDENT: PETER HENRY MACHIN	CASE NUMBER: BD 483 879
JUDGMENT <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: JAN 27 2012	

1. This judgment contains personal conduct restraining orders modifies existing restraining orders. The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
2. This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested
 a. Date: JAN 13, APRIL 8, 15, 26, MAY 9, 19, JUNE 23, 2011 Dept.: CE 88 Room: _____
 b. Judicial officer (name): SCOTT M. GORDON Temporary judge
 c. Petitioner present in court Attorney present in court (name): SARA A. WEINSTEIN
 d. Respondent present in court Attorney present in court (name): _____
 e. Claimant present in court (name): _____
 f. Other (specify name): _____
3. The court acquired jurisdiction of the respondent on (date): APRIL 23, 2008
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) on (specify date): **JAN 27 2012**
 (2) on a date to be determined on noticed motion of either party or on stipulation.
 b. Judgment of legal separation is entered.
 c. Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____

 d. This judgment will be entered nunc pro tunc as of (date): _____
 e. Judgment on reserved issues.
 f. The petitioner's respondent's former name is restored (specify): _____
 g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities-Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

Form Adopted for Mandatory Use
 Judicial Council of California
 FL-180 (Rev. January 1, 2007)



JUDGMENT
 (Family Law)

Page 1 of 2
 Family Code, §§ 2024, 2340,
 2343, 2346
 www.courtinfo.ca.gov

MACHIN, MARY

FL-180

CASE NAME (Last name, first name of each party)	C. JMBER: BD 483 879
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4. (Cont'd.)

- i. A settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. The children of this marriage or domestic partnership.
 - (1) The children of this marriage or domestic partnership are:

Name	Birthdate
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 - (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- l. Child custody and visitation are ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Child Custody and Visitation Order Attachment (form FL-341).
 - (3) Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
 - (4) other (specify):
- m. Child support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Child Support Information and Order Attachment (form FL-342).
 - (3) Stipulation to Establish or Modify Child Support and Order (form FL-350).
 - (4) other (specify):
- n. Spousal or partner support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Spousal, Partner, or Family Support Order Attachment (form FL-343).
 - (3) other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o. Property division is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Property Order Attachment to Judgment (form FL-345).
 - (3) other (specify):
- p. Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.
 Jurisdiction is reserved to make other orders necessary to carry out this judgment.
 Date: _____

5. Number of pages attached: _____ JUDICIAL OFFICER
 SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1 PETITIONER: MARY J. MACHIN
2 RESPONDENT: PETER H. MACHIN

MACHIN DISSOLUTION
Case No.: BD 483879

3 Judgment Continuation

4 1. The court finds that due to the nature of the litigation in this matter, the Court
5 ordered the parties to prepare and file a list of the specific requests and orders sought by the
6 respective parties in the trial in this matter. Each of the parties filed the ordered document.

7 2. On April 26, 2011, the Petitioner filed a pleading entitled, "Petitioner Mary
8 Machin's Requested Proposed Orders." In her pleadings, the Petitioner requested the following:

9 A. The Petitioner requested that the following property be confirmed to her
10 as her sole and separate property:

- 11 i. The Hawaii Condominium (at the stipulated value of \$280,000);
12 ii. The Boarding House located on G Street in San Bernardino (at the
13 stipulated value of \$355,000);
14 iii. The proceeds of the Wells Fargo accounts, valued at \$125; and
15 iv. The proceeds of the sale of a 1995 Lincoln Continental automobile,
16 \$900.

17 B. The Petitioner further requested that the following property be awarded
18 to the Respondent as his sole and separate property:

- 19 i. Union Bank account, \$448 balance;
20 ii. Bank of America account, \$2,227 balance;
21 iii. E-Trade accounts in existence at date of separation value -
22 \$73,730;
23 iv. "Community property interest in Hermosa Beach property (valued
24 per stipulation at \$645,951 divided in half (320,975) as a result of the loss of the civil lawsuit);
25 and Agreement in connection with the right of first refusal to purchase the property next door
26 valued by Respondent at \$100,000";

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- 1 v. "The three 10 acre parcels of Riverside County Cathedral City Real
2 Estate purchased by Respondent for the sum of \$100,000 which he subsequently deeded over
3 to his girlfriend, Yugi Jordan, her son and other(s) in exchange for no compensation/value and
4 as reflected by the zero documentary transfer tax on the deeds associated therewith";
- 5 vi. Cessna Airplane valued by Respondent in sum of \$15,000;
- 6 vii. The following vehicles: 1989 Jaguar (\$5,000), 1990 Van (\$1,000),
7 2008 Suzuki dirt bike (\$2,500), Ford explorer (\$1,248) and Chevrolet truck (\$75);
- 8 viii. P.H. Machin Enterprises (valued by Petitioner at \$75,000);
- 9 ix. "The difference in the cash received from the sale proceeds by the
10 Respondent in connection with the sale of the Manhattan Beach property, in the sum of
11 \$36,193; and
- 12 x. The parties' respective interests in the Petitioner's pension through
13 the Southern California United Food and Commercial Workers' Union and Food Employer's
14 Joint Trust Fund as divided by QDRO commencing May 1, 2011.
- 15 C. Additionally, the Petitioner sought the following reimbursements:
- 16 i. \$12,756 representing the post-separation community property
17 rental income received by Respondent in relation to the G Street boarding house;
- 18 ii. \$7,000 in community property pension income received by the
19 Petitioner until the issuance of the first *pendente lite* spousal support order;
- 20 iii. \$875 representing one-half of the proceeds of a community
21 property silver bar;
- 22 iv. \$5,330 representing rental income received by the Respondent as
23 rental income from the Hawaii condominium prior to the first *pendente lite* spousal support
24 order;
- 25 v. \$26,119 paid by Petitioner to civil counsel in relation to the parties'
26 civil litigation regarding the Hermosa Beach property;
- 27 vi. Spousal Support arrears from the Respondent to the Petitioner in
28 the amount of \$42,008 representing the period through April 31, 2011;

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vii. Equal division of the parties' coin collection; and

viii. In the event Petitioner is awarded the two properties [Hawaii and G Street] that the Court retain jurisdiction of the issue of spousal support. Otherwise that the Court order spousal support based on a percentage equivalent to 37% of the gross rental proceeds from the Hawaii and G Street properties.

D. The Respondent filed a pleading in response to the Court's order entitled, "Defendant's property split offered to Court and Plaintiff." In his pleading the Respondent made several alternate requests. The Respondent requested the following orders and division of property:

i. Proposal #1

Plaintiff is awarded:

Hawaii property \$250,000

Hermosa Beach property \$250,000

Plaintiff to pay one mortgage, Defendant to pay second mortgage

Value to Plaintiff \$530,000

Defendant is awarded:

San Bernardino property \$330,000

Crestline cabin \$ 40,000

Palm Springs condo \$ 50,000

Value to Defendant \$420,000

Gold and silver split evenly

ii. Proposal #2

Plaintiff is awarded:

Hawaii property \$280,000

All gold and silver

Defendant pays all mortgages, including that of the Hawaii property.

Value to Plaintiff \$780,000

Defendant is awarded:

1		Hermosa Beach property	\$250,000
2		San Bernardino property	\$330,000
3		Crestline cabin	\$ 40,000
4		Palm Springs property	\$ 50,000
5		Value to Defendant	\$670,000
6	iii.	Proposal #3	
7		Plaintiff is awarded:	
8		Hermosa Beach property	\$250,000
9		Palm Springs condo	\$ 50,000
10		Gold and Silver	\$500,000
11		Value to Plaintiff	\$800,000
12		Defendant is awarded:	
13		Hawaii property	\$280,000
14		San Bernardino property	\$330,000
15		Crestline cabin	\$ 40,000
16		Defendant to pay one mortgage	
17		Plaintiff to pay other mortgage	
18		Value to Defendant	\$650,000
19	iv.	Proposal #4	
20		Plaintiff is awarded:	
21		Hawaii property	\$280,000
22		Gold and silver Palm Springs	\$500,000
23		Palm Springs	\$ 50,000
24		Value to Plaintiff	\$830,000
25		Defendant is awarded:	
26		Hermosa Beach property	\$250,000
27		San Bernardino property	\$330,000
28		Crestline cabin	\$ 50,000

1 Value to Plaintiff: \$830,000
2 Defendant is awarded:
3 Hermosa Beach property \$250,000
4 San Bernardino property \$330,000
5 Crestline cabin \$ 40,000
6 Defendant to pay 1 mortgage — Plaintiff pays one mortgage
7 Value to Defendant: \$620,000

8 3. The Court further finds that during the course of the trial in this matter, the
9 parties entered into stipulations with regard to issues at bar in the case. The parties entered into
10 and the Court accepted the following stipulations:

11 i. The parties stipulated that the value of the Crestline property is \$40,000;

12 ii. The parties stipulated that the value of the G Street, San Bernardino
13 property is \$355,000;

14 iii. The parties stipulated that the value of the Hawaii property is \$280,000;

15 iv. The parties stipulated that the above listed properties have been fully paid
16 for and are not the subject of any encumbrances;

17 v. The parties stipulated that the value of the Palm Springs property is
18 \$50,000; and

19 vi. The parties stipulated that the following assets are community property:
20 Hermosa Beach property; G Street property in San Bernardino; Crestline property; Hawaii
21 property; the Palm Springs property; and gold and silver coins.

22 4. The Court further finds that during the course of the trial, the parties spent a great
23 deal of time litigating issues with regard to a collection of coins, gold and silver that the parties
24 kept in the family residence. The Respondent alleged that when the DVPA Order was granted
25 against him in this matter, the Petitioner took possession of the coins and precious metals. He
26 alleged during the course of the trial, that the value of this property was in excess of \$500,000.

27 5. The Court further finds that during the trial, the Petitioner testified that she placed
28

1 a box of coins that was in the house in a safety deposit box in a bank for safekeeping. She did
2 not present any credible evidence with regard to the contents or value of the coins and precious
3 metals.

4 6. The Court further finds that the parties' son, Steven Michael Machin, testified that
5 when he was assisting his mother at the family residence, he found a 2' x 12" box that contained
6 what appeared to be gold and silver coins. He testified that there were no gold bars in the box
7 and that the box contained one silver bar. The Petitioner testified that she placed the box and
8 its contents in a safe deposit box.

9 7. The Court finds that the Petitioner introduced Exhibit 21 into evidence which
10 purports to be an inventory of the coin and precious metal property prepared by the Respondent.
11 This document lists approximately 27 coins or sets of coins. It does not contain any values.

12 8. Due the intense litigation between the parties and their failure to meet and confer
13 or introduce credible evidence with regard to the property, the Court appointed a Receiver to
14 inventory and sell the contents of the safety deposit box so that the proceeds could be
15 distributed to the parties.

16 9. The evidence produced at trial indicated that after the Date of Separation, the
17 Respondent sold one silver bar for the amount of \$1750.

18 10. On July 20, 2011, pursuant to Court Order, the Receiver did conduct an inventory
19 of the coins and other property. While the Receiver did find numerous items and coins in the
20 safety deposit box, there were few items of value. The total value of the property that the
21 Receiver was able to sell was \$365.49. This amount was applied against the fees and costs of
22 the Receiver.

23 11. In the matter of *Prentis-Margulis v. Margulis* (2011) G041948, the court
24 addressed the issue of the valuation and apportionment of property that had been dissipated
25 while in the control of one of the spouses. In this matter, it is clear that the coins and precious
26 metals had been in the control of the Respondent prior to the date of separation and in the
27 control of the Petitioner after the date of separation. However, in this matter, unlike the facts
28 presented in *Margulis*, neither party made a prima facie case as the nature and extent of the

1 coins and precious metals. Although throughout this case, the issues surrounding the coins and
2 metals remained a major point of contention between the parties. Neither party introduced any
3 credible evidence as to the value of the coins and precious metals.

4 12. The Court orders that the Respondent reimburse the Petitioner \$875 with regard
5 to the proceeds of the silver bar that was sold by the Respondent. The remaining proceeds from
6 the Receiver's sale of the coins and other contents of the safety deposit box shall be applied to
7 the fees and costs of the Receiver. The parties shall equally share in any remaining costs and
8 fees for the Receiver.

9 **P.H. Machin Enterprises**

10 13. The evidence produced in this case shows that in 2002, the Respondent
11 started a small business selling knives, clocks and other items at swap meets. The evidence
12 introduced showed that he had small booths set up at swap meets selling these items. The
13 Respondent testified that he stopped selling the items at swap meets in 2008 and that the
14 business has not functioned since that time.

15 14. The Petitioner offered evidence regarding the business and its possible
16 value through the testimony of David Semus, a forensic accountant retained by the Petitioner.
17 Mr. Semus testified that the value of the business P.H. Machin Enterprises was \$75,000. Mr.
18 Semus testified that he derived this value from Exhibit 42, an unsigned and undated document
19 that purported to be a copy of minutes of a board meeting of the business.

20 15. The Court finds that the evidence introduced at trial indicated that the
21 business, P.H. Machin Enterprises, was a small opportunistic business that was engaged in
22 selling small items at swap meets. There was no credible evidence presented at trial that
23 indicated that the business has any assets of value or any goodwill that could be valued. The
24 was no credible evidence presented that indicated that the business, P.H. Machin Enterprises
25 was in business after 2008 or that it had or has any value that could be assigned or divided. The
26 Petitioner's request in this regard is denied.

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1 **Hawaii Condominium**

2 16. The parties have stipulated that this property is community property and that it
3 has a value of \$280,000. The Court adopts the parties' stipulation in regard to this property.
4 The Petitioner requests that the Court order that the Respondent reimburse her for having
5 received \$5,330 in rents from the rental of this property prior to the Court's first *pendente lite*
6 spousal support order. It is clear that prior to the Court's later orders in this matter, the
7 Respondent controlled and managed the rental of this property. The Petitioner has presented
8 evidence that there was \$5,330 in rental income received from the property prior to the Court's
9 *pendente lite* support order. The Respondent has not controverted this evidence or offered any
10 credible evidence in rebuttal of the Petitioner's evidence. However, at the Petitioner's request
11 and argument, these funds were used to calculate the *pendente lite* spousal support orders.¹ The
12 Court relied on those arguments in making the prior spousal support orders. Therefore, the
13 Petitioner's request for reimbursement of these funds is denied.

14 **Boarding House located on G Street in San Bernardino**

15 17. The parties have stipulated that this property is community property and that it
16 has a value of \$355,000. The Court adopts the parties' stipulation in regard to this property.
17 The Petitioner requested that the Court award her \$12,756 in post-separation rents from the
18 boarding house property. It is clear that prior to the Court's later orders in this matter, the
19 Respondent controlled and managed the rental of this property. The Petitioner has presented
20 evidence that there was rental income received from the property prior to the Court's *pendente*
21 *lite* support order. The Respondent has not controverted this evidence or offered any credible
22 evidence in rebuttal of the Petitioner's evidence. However, at the Petitioner's request and
23 argument, these funds were used to calculate the *pendente lite* spousal support orders. The
24 Court relied on those arguments in making the prior spousal support orders. Therefore, the
25 Petitioner's request for reimbursement of these funds is denied.

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27 _____
28 ¹ See the Court's Statements of Decision and Rulings on the issues of *pendente lite*
spousal support dated December 24, 2008 and July 27, 2010.

1 Southern California United Food and Commercial Workers' Union and Food
2 Employer's Joint Trust Fund Pension

3 18. The Court orders that the parties' respective interests in the Petitioner's pension
4 through the Southern California United Food and Commercial Workers' Union and Food
5 Employer's Joint Trust Fund be divided by QDRO commencing May 1, 2011. The Petitioner
6 requested that the Court order the Respondent to reimburse the Petitioner \$7,000 in community
7 property pension income received by the Petitioner until the issuance of the first *pendente lite*
8 spousal support order. However, at Petitioner's request, these funds were considered in the
9 award of the calculation of the *pendente lite* spousal support and attorney awards. Therefore this
10 request for reimbursement is denied.

11 **Hermosa Beach Property**

12 19. The parties stipulated that the Hermosa Beach residential property is community
13 property. The Court accepts the parties' stipulation in this regard. During the course of this
14 litigation, the parties were engaged in litigation with regard to this property with a third party
15 in the case of Quageletti v. Machin, Case No. Y060534. The Petitioner filed with the Court and
16 the Court takes judicial notice of the findings in Case No. Y060534 issued by the Honorable
17 Judge Cary Nishimoto on April 12, 2011. The Court ruled that the parties in the instant matter
18 own a 50% share of the Hermosa Beach property and that Mike Quageletti owns a 50% share
19 of the property. Judge Nishimoto further found that both the Petitioner and the Respondent in
20 the instant matter committed material breaches of their fiduciary duties owed to Mr. Quageletti
21 with regard to the Hermosa Beach property. The Court ordered that Mr. Quageletti have
22 complete control of the Hermosa Beach property with regard to rental and leasing issues,
23 dissolution of the partnership with regard to the property and issues related to the marketing and
24 sale of the property. The Court further ruled that the liens against the property in the amount
25 of \$182,000 are confirmed to the Petitioner and Respondent in this matter and shall be deducted
26 from any eventual sale proceeds due the Petitioner and Respondent.

27 20. The Court further finds that the parties' interest in the Hermosa Beach property
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1 is community property of the parties in this matter. The Court orders that the parties hold this
2 interest in accordance with the above described ruling in Case No. Y060534. The parties
3 stipulated that the value of the Hermosa Beach property is \$645,951. The parties' interest in the
4 Hermosa Beach property, valued at \$322,975.50 is confirmed to the Petitioner, subject to the
5 lien as described above, leaving the parties net interest in the property at \$140,975, but which
6 award is later modified as set forth hereinbelow.

7 21. On December 20, 2011, the Petitioner's objections to the Court's
8 Ruling on Submitted Matters dated October 24, 2011 came on regularly for hearing and while
9 the Court adopted the Court's Statement of Decision in connection therewith, the Court
10 modified its orders herein with regards to the Hermosa Beach property and ordered each of the
11 parties' interests in the Hermosa Beach property sold for the highest obtainable fair market
12 value with the proceeds therefrom, if any, equally split between the parties.

13 22. Both parties are ordered to meet and confer to hire a real estate agent who would
14 be a third party with no ties to either party hereto unless agreed upon otherwise to list and sell
15 the property. If there is no stipulation as to who the listing broker would be for this property,
16 then each party shall submit three names (with the ability to strike one name from the other
17 party's list) to the Court for the Court's selection of a broker by no later than January 10, 2012.

18 23. The evidence presented at the trial showed that the Petitioner expended \$26,119
19 in attorney fees to civil counsel in relation to the parties' civil litigation regarding the Hermosa
20 Beach property. The Court finds that the fees were a reasonable and necessary cost incurred
21 to protect the community's interest in a community asset. The parties are ordered to share
22 equally in these fees, which were incurred in relation to the Hermosa Beach litigation. Each
23 party shall be responsible for \$13,060 in attorney fees.

24 **Palm Springs Condominium**

25 24. On December 20, 2011, the Petitioner's objections to the Court's
26 Ruling on Submitted Matters dated October 24, 2011 came on regularly for hearing and while
27 the Court adopted the Court's Statement of Decision in connection therewith, the Court
28 modified its orders herein with regards to the Palm Springs condominium and ordered each of

1 the parties' interests in the Palm Springs condominium sold for the highest obtainable fair
2 market value with the proceeds therefrom, if any, equally split between the parties.

3 25. Both parties are ordered to meet and confer to hire a real estate agent who would
4 be a third party with no ties to either party hereto unless agreed upon otherwise to list and sell
5 the property. If there is no stipulation as to who the listing broker would be for this property,
6 then each party shall submit three names (with the ability to strike one name from the other
7 party's list) to the Court for the Court's selection of a broker by no later than January 10, 2012.

8 **Cathedral City Real Estate**

9 26. The Petitioner argued during the course of the trial that post-separation, the
10 Respondent purchased three ten acre parcels of property in Cathedral City, Riverside County,
11 for the sum of \$100,000 and that he subsequently deeded the properties to Yugi Jordan and her
12 son. The Respondent testified that he never purchased the properties and that any documents
13 related to transactions involving these properties were in relation to his work as a real estate
14 agent. The Petitioner raised several issues with regard to these properties; however neither
15 party presented any credible evidence to support a finding that these were assets of the
16 Respondent or that any funds used with regard to these properties were community assets or in
17 fact, separate assets of the Respondent. Although, the Petitioner raised numerous issues with
18 regard to Ms. Jordan during the litigation of this matter, she never called her as a witness or
19 offered substantial and credible evidence with regard to her assertions. The Court finds that the
20 Petitioner did not present sufficient credible evidence to make a prima facia case that the
21 properties in Cathedral City are under the jurisdiction of this Court or attributable to the
22 community estate in this matter or the separate estate of either party. The Petitioner's requests
23 regarding the Cathedral City property are denied.

24 **Sale Proceeds from Manhattan Beach Property**

25 27. The evidence indicates that the proceeds of the sale of the community property
26 real estate located at 537 21st Street, Manhattan Beach were \$212,911. The evidence indicates
27 that the proceeds were distributed in the following manner:
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	Petitioner	Respondent
Support arrears paid to	\$46,946	
Petitioner		
Distributions	\$60,105	\$60,105
Mortgage Payoff		\$10,754
Fees Paid to Civil Atty	\$17,500	\$17,500
Total: \$212,911	\$124,552	\$88,359

28. The Petitioner requests that the Court award her: "The difference in the cash received from the sale proceeds by the Respondent in connection with the sale of the Manhattan Beach property, in the sum of \$36,193." Based on the testimony of the Petitioner's expert, Mr. Semus, the Court does not find any evidence to support this request. The proceeds have been distributed as indicted above and those distributions were taken into account in the Court's prior orders with regard to attorney fees and spousal support. The Petitioner's request is denied.

E-Trade Accounts

29. The testimony introduced at the trial indicates that at the date of separation, the parties had E-Trade accounts in the amount of \$73,730. The evidence indicates and the Court finds that these were community funds. The evidence indicates that the Respondent used these funds to pay his legal bills. The Respondent is ordered to reimburse the Petitioner \$36,865.

Union Bank

30. Evidence was introduced during the course of trial that indicated that the parties held a joint checking account in Union Bank during the course of the marriage. The evidence further indicates that as of the date of separation, the balance in the account was \$448. Further evidence presented at trial, including the Respondent's testimony and Respondent's Exhibit C, shows that on March 7, 2008 the Petitioner took \$80,000 from this account and on April 11, 2008 she took \$8,000 from this account. Although on the checks, she indicated that she used the funds to pay bills, no adequate accounting was provided of this property under her control. The Petitioner is ordered to reimburse the Respondent in the amount of \$44,000.

1 **Wells Fargo Account**

2 31. The evidence indicates that at the date of separation, this account had a balance
3 of \$125. The Court finds that it is a community asset and it is ordered divided equally between
4 the parties.

5 **Grumman Airplane**

6 32. The evidence indicates that the parties own a private Grumman aircraft with a
7 stipulated value of \$15,000. The plane has been ordered sold, however has not been sold as of
8 this date. The aircraft is ordered confirmed to the Respondent.

9 **Proceeds of the Sale of a 1995 Lincoln Continental**

10 33. The evidence introduced at trial indicates that the Petitioner sold a community
11 property asset in the form of a 1995 Lincoln Continental vehicle. The proceeds of the sale were
12 \$900. The Petitioner is ordered to reimburse the Respondent in the amount of \$450.

13 **Vehicles**

14 34. During the course of the trial, the parties offered testimony with regard to several
15 vehicles that are community property. Based on the testimony and evidence presented at the
16 trial, the Court confirms the following vehicles to the Respondent: 1999 Ford (\$3,000), 1995
17 Chevy (\$2,500), 1989 Jaguar (\$3,000), and 2008 Suzuki (\$3,000).

18 **Spousal Support**

19 35. The jurisdictional requirements for awarding spousal support are set forth in
20 *Family Code* §2010. Section 2010(a) states, "in a proceeding for dissolution of marriage, for
21 nullity of marriage, or for legal separation of the parties the Court has jurisdiction to inquire into
22 and render judgment and make orders that are appropriate concerning the following ... (d) the
23 support of either party."² Stated otherwise, the Court may exercise jurisdiction and render a
24 judgment awarding spousal support so long as the Court has jurisdiction over the payor. The
25 evidence submitted in this matter indicates that this court has jurisdiction to order spousal
26 support in this matter.

27

28

² See Fam. Code §2010(a)

1 36. In fixing permanent spousal support (*Marriage of Burlini* (1983) 143 Cal. App.
2 3d 65, 69, 1991 Cal. Rptr. 541) the Court balanced the relevant provisions of statutory law and
3 court decisions construing the provisions of the *Family Code*. While the provisions of *Family*
4 *Code* Section 4320 create a framework for balancing the relevant factors for an award of
5 permanent support³, certain later enacted provisions of the *Family Code* augment or clarify
6 other provisions. Hence, this analysis is organized topically rather than by a mechanical step
7 by step adherence to the provisions of *Family Code* Section 4320.

8 37. In ordering support as provided herein the Court conducted a complete analysis
9 of permanent support. Permanent support as awarded herein was not based upon any amount
10 of temporary support ordered or denied. *Marriage of Schulze* (1997) 60 Cal. App. 4th 519, 70
11 Cal. Rptr. 2d 488. The Court did consider the amount and duration of temporary support as
12 ordered and paid as a factor under *Family Code* Section 4320(n). The Court did not fix support
13 by mere reliance on temporary support. *Marriage of Zywieciel* (2000) 83 Cal. App. 4th 1078, 100
14 Cal. Rptr. 2d 242; nor did the Court consider or rely upon any "guideline amount" of temporary
15 support by reference to the "Santa Clara Guideline" *Marriage of Burlini* (1983) 143 Cal. App.
16 3d 65, 191 Cal. Rptr. 541.

17 38. With the purpose of accomplishing substantial justice for the parties, the Court
18 weighed the factors for consideration of support, taking into account the applicable
19 circumstances of the parties. *Marriage of Cheriton* (2001) 92 Cal. App. 4th 269, 111 Cal. Rptr.
20 2d 755; *Marriage of Smith* (1990) 225 Cal. App. 3d 469, 274 Cal. Rptr. 911.

21 39. Preservation of the Marital Standard of Living is measured against the practical
22 economic reality that upon dissolution of marriage (or domestic partnership) many family units
23 are unable to enjoy precisely the same standard of living. Against this backdrop, however, the
24 Court is charged with the obligation of not only making specific findings regarding the Marital
25

26
27 ³ Use of the phrase "permanent support" is not intended to create an inference that support
28 is not modifiable, unless support is expressly made nonmodifiable under this ruling. Instead the
phrase "permanent support" is applied for the purpose of differentiating support awarded herein
at time of trial as compared to pretrial, temporary support.

1 Standard of Living, but also ascertaining the extent to which the Court can create support rights
2 and assign support responsibilities equitably measured against the Marital Standard of Living.
3 Case law supports the proposition that the Marital Standard of Living is not "the absolute
4 measure of reasonable need. 'Marital Standard of Living' is merely a threshold or reference
5 point against which all of the statutory facts may be weighed (Citations Omitted). It is neither
6 a floor nor a ceiling for a spousal support award (Citations Omitted). The Legislature intended
7 'marital standard of living' to be a general description of the station in life that the parties
8 achieved by the date of separation. Given that the legal standard, 'marital standard of living,' is
9 a mere general reference point..." (*Marriage of Nelson* (2006) — Cal. Rptr. 3d, 2005 WL
10 1305186 citing *Marriage of Ostler & Smith* (1990) 223 Cal. App. 3d 33, 272 Cal. Rptr. 560).
11 Based on the evidence produced at trial, the Court finds that the parties enjoyed a middle class
12 marital standard of living.

13 40. In determining the amount of spousal support to award a spouse, the Court must
14 consider the factors described in *Family Code* §4320. Under the provisions of this statute, the
15 Court is to weigh the factor associated with *Family Code* §4320 in making or denying an order
16 for spousal support; however, no one factor is dispositive.

17 41. The evidence produced at trial, indicates that based on the Court's *pendente lite*
18 spousal support orders, the Respondent was in arrears with regard to Spousal Support orders
19 in the amount of \$42,008. This evidence was not contradicted.

20 42. The Court finds that the Respondent is in arrears in Spousal Support payments
21 to the Petitioner in the amount of \$42,008.

22 43. The evidence in this matter shows that this was a long-term marriage. The parties
23 were married on May 21, 1966. Although there was some disagreement between the parties as
24 to the date of separation, based on the evidence presented, the Court finds that the date of
25 separation for the parties was March 25, 2008. This was a marriage of more than 41 years.

26 44. The Petitioner is 69 years of age and indicates that she has several health issues.
27
28

1 The Petitioner indicates that she has artificial knees, arthritis, and recently received surgery to
2 provide her with a cardiac stint. The Petitioner receives Social Security benefits in the amount
3 of \$1,750 per month.

4 45. During the course of the marriage, the Petitioner worked as a private nurse/care
5 companion for elderly patients. It was through this work that she developed a relationship with
6 the owner of the Hermosa Beach residence. It was through this relationship, that the parties
7 obtained their interest in the property.

8 46. The Respondent is 65 years old and during the course of the marriage, he
9 primarily worked as a meat cutter. He retired in 2002, after working for twenty years as a meat
10 cutter due to health issues including a back injury. Since his retirement, the Respondent has
11 worked as a real estate agent and selling clocks, knives and ladders at swap meets.

12 47. The Respondent receives approximately \$1,600 per month from his pension from
13 the meat cutters union (this pension is to be divided by QDRO). He also receives \$1,600 per
14 month from social security.

15 48. The parties own two income-producing properties, the G Street property which
16 produces \$3,900 to \$4,000 per month and the Hawaii property. It is unclear and a point of
17 contention between the parties as to the amount of income produced by the Hawaii property.
18 The evidence introduced by the parties indicates that between 2002 and 2007, the Hermosa
19 Beach property produced rent of approximately \$2,300 per month.

20 49. During the course of the marriage and pending the trial in this matter, the
21 Respondent controlled the majority of the income producing assets. As indicated by the Court's
22 prior rulings on the issues of related to *pendente lite* spousal support, this management and
23 control of assets served as the primary basis of the spousal support orders. However, as a result
24 of the trial process, the income producing assets have been divided between the parties. The
25 Court has fully considered the factors as delineated in *Family Code* §4320.

26 50. Both of the parties have retired and are dealing with health issues. The assets
27 have been equally divided between the parties with the Judgment in this matter. Based on the
28 evidence presented the Court finds that post-judgment, the parties will be in an equivalent

1 position with regard to their income and needs. However, as the division of the property and
 2 the pension will take some time, the Court orders that the Respondent pay the Petitioner Spousal
 3 Support in the amount of \$1,000 per month. This shall be paid one-half on the first of each
 4 month and one-half on the 15th of each month. This order shall be effective August 1, 2011 and
 5 shall remain in effect until March 1, 2012. The Court shall retain jurisdiction over the issue of
 6 Spousal Support until the remarriage of the Petitioner, death of the parties or further order of
 7 the Court.

8 51. The Court provides the following summary of the division of assets as between
 9 the parties:

	Petitioner	Respondent
Assets		
Hawaii Condo	\$280,000	
G Street Property, San Bernardino		\$355,000
Crestline Property	\$40,000	
Wells Fargo	\$62.50	\$62.50
Grumman Airplane		\$15,000
1999 Ford		\$3,000
1995 Chevy		\$2,500
1989 Jaguar		\$3,000
2008 Suzuki		\$3,000
Reimbursements		
Silver Bar		-\$875
E-Trade		-\$36,865
Union Bank	-\$44,000	
Spousal Support Arrears		\$42,008
1995 Lincoln Cont.	-\$450	
Total	\$275,612.50	\$406,834.50

27 52. Respondent is ordered to pay directly to Petitioner in full forthwith an
 28 equalization payment in the sum of \$66,048.

1 Attorney Fees

2 53. A request for attorney fees and costs in a dissolution proceeding is left to the
3 discretion of the trial court.⁴ In ordering attorney fees pursuant to a proceeding regarding
4 dissolution of marriage, the Court must act pursuant to *Family Code* §2030. Pursuant to Section
5 2030, the court upon determining (1) an ability to pay and (2) consideration of the respective
6 incomes and needs of the parties in order to ensure each party has access to legal representation,
7 order any party... to pay: the amount reasonably necessary for attorney fees and costs for
8 maintaining or defending the proceeding."⁵ The trial court's order will be overturned only if,
9 considering all the evidence viewed most favorably in support of its order, no judge could
10 reasonably make the order made.⁶

11 54. Pursuant to *In re Marriage of Keech*, the Court is to look at a number factors to
12 determine whether or not the fees alleged to have been incurred are reasonably necessary as
13 required by *Family Code* §2030. The *Keech* factors include: "the nature of the litigation, its
14 difficulty, the amount involved, the skill required and the skill employed in handling the
15 litigation, the attention given, the success of the attorney's efforts, his learning, his age, and his
16 experience in the particular type of work demanded; the intricacies and importance of the
17 litigation, the labor and the necessity for skilled legal training and ability in trying the case, and
18 the time consumed. " See *Keech, supra*, at 870.

19 55. The court in *In re Marriage of Sullivan* discussed the role of the trial court in
20 determining whether attorney fees should be awarded. The court held the trial court is to
21 consider the respective needs and incomes of the parties but is not restricted in its assessment
22 of ability to pay to a consideration of salary alone, but may in fact consider all evidence
23 concerning the parties' income, assets and abilities.⁷ Affirming the attorney fee award, the
24

25 ⁴ See: *In re Marriage of Sullivan*, 37 Cal.3d 762 (1984)

26 ⁵ See: Fam. Code Section 2030(a)(1)

27 ⁶ See: *In re Marriage of Sullivan*, 37 Cal.3d 762 (1984)

28 ⁷ Id. at 768

1 Sullivan Court held the evidence showed that Respondent had a greater ability than Appellant
2 to pay the expenses and this furthered the policy behind *Family Code* Section 4370 (and other
3 related statutes) in ensuring the litigating parties are on equal footing in their ability to present
4 their cases.⁸

5 56. When the trial court is informed of the extent and nature of the services rendered,
6 it may rely on its own experience and knowledge in determining their reasonable value.
7 Moreover, the exercise of sound discretion by the trial court in the matter of attorney fees
8 includes also judicial evaluation of whether counsel's skill and effort were wisely devoted to
9 the expeditious disposition of the case.⁹

10 57. The matter at hand is a seemingly straightforward dissolution of marriage with
11 basic spousal support and property distribution issues. The nature and course of the litigation
12 however has been complicated given the degree of conflict between the parties.

13 58. The parties in this matter have engaged in fierce litigation with regard to nearly
14 every issue in this case. The manner in which both of the parties have dealt with each other
15 have escalated the cost of the litigation a great deal. For a majority of the case, the Respondent
16 has been self-represented. The Respondent has had management and control of the majority
17 of the assets in this matter.

18 59. The Court has further considered the nature and extent of the fees incurred based
19 on the age of the parties, their retirement status and the size of their respective estates.

20 60. Based on the disparity of income between the parties during the course of the
21 trial, the assets of each party and the conduct of both parties during the course of the litigation,
22 the Court orders the Respondent pursuant to *Family Code* §2030 to pay the Petitioner attorney
23 fees, payable directly to her counsel of record, Sara A. Weinstein of THE LAW OFFICES OF
24 SARA A. WEINSTEIN, the amount of \$10,000 and forensic accountant fees in the amount of
25 \$10,000, to Petitioner's accounts, White, Zuckerman, Warsavsky, Luna, Wolf and Hunt.

26

27 ⁸ Id; See: *Alan S. v. Mary T.*, 172 Cal.App. 4th 238, 240 (2009)

28 ⁹ See: *in re Marriage of Lopez* 38 Cal.App.3d 93,113 (1974)

1 61. To the extent that the Court has not explicitly ruled on any other issue or request
2 made by either party, any joined party or any claimant in the instant proceedings, those requests
3 are denied.

4 62. On December 20, 2011, at the court hearing on Petitioner's objections to the
5 Court's Ruling on Submitted Matters of October 24, 2011, it was further ordered, decreed and
6 adjudicated that the trust account being held by Petitioner's counsel containing approximately
7 \$3,792 representing the proceeds from the sale of the community property coins shall be first
8 applied to any credit due to the Petitioner and hence, awarded to her towards satisfaction
9 thereof. If no credit due Petitioner, then the trust fund shall be equally split and distributed
10 between the parties hereto.

11
12 APPROVED AS CONFORMING TO THE COURT'S ORDERS:

13
14 Dated: 1/27/12 Mary J Machin
15 Mary J. Machin, Petitioner

16 Dated: 1.27.12 Peter H Machin
17 Peter H. Machin, Respondent

18 **GOOD CAUSE APPEARING THEREFORE, IT IS SO ORDERED:**

19
20 Dated: JAN 27 2012 **SCOTT M. GORDON**
21 SCOTT GORDON, JUDGE OF SUPERIOR
22 COURT OF THE STATE OF CALIFORNIA
23
24
25
26
27
28

EXHIBIT 5

RECORDING REQUESTED BY
Howard Goodman, Esq.

WHEN RECORDED MAIL TO
NAME LAW OFFICE OF HOWARD GOODMAN
MAILING 18321 VENTURA BLVD.
ADDRESS SUITE 755
CITY, STATE TARZANA, CALIFORNIA 91356
ZIP CODE

DOC # 2013-0143484

03/26/2013 09:29A Fee:37.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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TITLE(S)

ABSTRACT OF JUDGMENT
MARY JOSEPHINE MACHIN
VS. PETER HENRY MACHIN

38.50
M
026

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):
 Recording requested by and return to:
PAUL J. WHITE
 WHITE, ZUCKERMAN, WARSAVSKY, LUNA, WOLF & HUNT
 15490 VENTURA BLVD., SUITE 300
 SHERMAN OAKS, CALIFORNIA 91403
 (818) 981-4226

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 NORTH HILL STREET
 MAILING ADDRESS: SAME
 CITY AND ZIP CODE: LOS ANGELES, CA 90012
 BRANCH NAME: CENTRAL DISTRICT

FOR RECORDER'S USE ONLY

PLAINTIFF: MARY JOSEPHINE MACHIN
 DEFENDANT: PETER HENRY MACHIN

CASE NUMBER:
 BD 483879

RECEIVED CENTRAL FAMILY LAW CLERK'S OFFICE DEC 07 2012

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's
 Name and last known address
 * PETER HENRY MACHIN
 510 VILLA COURT, #208
 PALM SPRINGS, CA 92262

b. Driver's license no. [last 4 digits] and state: Unknown
 c. Social security no. [last 4 digits]: XXX-XX-9244 Unknown
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): PETER HENRY MACHIN
 510 VILLA COURT, #208, PALM SPRINGS, CA 92262

2. Information on additional judgment debtors is shown on page 2.
 3. Judgment creditor (name and address):
 WHITE, ZUCKERMAN, WARSAVSKY, LUNA, WOLF & HUNT
 15490 VENTURA BLVD., SUITE 300, SHERMAN OAKS, CA 91403
 Date: 11/16/12
 PAUL J. WHITE
 (TYPE OR PRINT NAME)

4. Information on additional judgment creditors is shown on page 2.
 5. Original abstract recorded in this county:
 a. Date:
 b. Instrument No.:

Paul J. White
 (SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 10,000.00

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 1/27/12
 Renewal entered on (date):
 This judgment is an installment judgment.

10. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$ 0.00
 b. In favor of (name and address):



This abstract issued on (date):
DEC 07 2012 IL

11. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
 b. A certified copy of the judgment is attached.
 Clerk, by [Signature], Deputy
 I. Laboy

Form Approved for Multiple Use Judicial Council of California EJ-001 [Rev. January 1, 2008]

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions to Plus

Page 1 of 2 Code of Civil Procedure, §§ 488.480, 674, 700.190

4

PLAINTIFF:	CASE NUMBER:
DEFENDANT:	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

CIT/CASE: BD483879
 LEA/DEF#:
 RECEIPT #: FIN273654006
 DATE PAID: 12/11/12 09:01 AM
 PAYMENT: \$25.00
 RECEIVED: 110
 CHECK: \$25.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

EXHIBIT 6

DOC # 2008-0187311
 04/15/2008 08:00A Fee:24.00
 Page 1 of 6
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



1 Sara A. Weinstein, Esq. (SBN: 113684)
 2 LAW OFFICES OF SARA A. WEINSTEIN
 3 11150 West Olympic Boulevard, Suite 1120
 4 Los Angeles, California 90064
 5 Tel: (310) 785-9444
 6 Fax: (310) 785-3922

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Attorneys for Petitioner, MARY MACHIN

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 FOR THE COUNTY OF LOS ANGELES

25
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 051

11 In Re The Marriage of:)
 12 MARY J. MACHIN,)
 13 Petitioner,)
 14 and)
 15 PETER H. MACHIN,)
 16 Respondent.)
 17 _____)

CASE NO. BD 483 879

**NOTICE OF PENDING ACTION AND
 OF RESTRAINING ORDERS AGAINST
 ENCUMBERING REAL PROPERTIES
 OF THE PARTIES**

19 TO ALL INTERESTED PARTIES AND TO THEIR RESPECTIVE ATTORNEYS OF
 20 RECORD:

21 NOTICE IS HEREBY GIVEN that the above-entitled action concerning and affecting
 22 the real property as described herein was commenced on April 10, 2008, in the above-named
 23 court by Petitioner, MARY J. MACHIN, against Respondent, PETER H. MACHIN; the action
 24 is now pending in the above-named court.

25 The action concerns real property and/or affects the title and/or right of possession and
 26 ownership of said real property situated in the County of Riverside, State of California,
 27 commonly known as **510 North Villa Court No. 208, Palm Springs, California 92262**, and
 28

NOTICE OF PENDING ACTION AND RESTRAINING ORDERS AGAINST
 ENCUMBERING REAL PROPERTIES OF THE PARTIES

1 legally described as follows:

2 Parcel 1:

3 An undivided 1/138th interest in and to Lots 3 and 4 of
4 Tract No. 15233, in the City of Palm Springs, County of
5 Riverside, State of California, as shown by map on file in Book
6 114, Page(s) 76 and 77 of maps, in the office of the county
7 recorder of said County.

8 Excepting therefrom Units 181 through 318, Inclusive, as
9 shown upon the Condominium Plan Recorded September 17,
10 1980 as Instrument No. 169450, Official Records, together with
11 Exclusive Easements for Parking and Other Purposes as shown in
12 said plan; also Excepting therefrom, any Oil, Gas, or other
13 Hydrocarbon Substances Underlying said land, without the right
14 of Surface Entry, reserved by Security Pacific National Bank of
15 Los Angeles, in Deed Recorded January 11, 1936 in Book 262,
16 Page 533 and Recorded May 22, 1936 in Book 262, both of
17 Official Records.

18 Parcel 2:

19 Unit 244 consisting of Elements A and C as shown upon
20 the Condominium Plan referred to in Parcel 1 above.

21 Parcel 3:

22 Non-Exclusive Easements for Access, Ingress, Egress,
23 Encroachment, Maintenance, Enjoyment, Repairs and Other
24 Purposes as described in the Declaration of Covenants, Conditions
25 and Restrictions for said Tract, together with those Exclusive
26 Easements for Parking and Other Purposes as shown in the
27 Condominium Plan referred to in Parcel 1 above Appurtenant to
28 Parcels 1 and 2.

The object of Petitioner's action in the above-entitled action is to divide the community estate of the parties between them, which estate includes the aforementioned real property and to determine the parties' respective interests in, and to, their property and to divide the parties' community interests in their respective properties, between them.

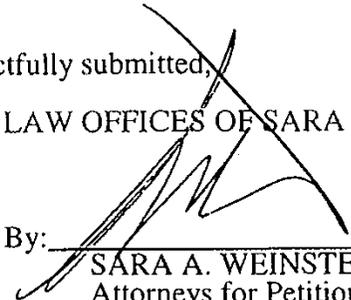
NOTICE IS HEREBY FURTHER GIVEN that as of April 10, 2008, there exists a Court Order against each of the parties, **restraining them from transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi community, or separate, without the written**

1 consent of the other party or Order of the court having first been obtained, except in the
2 usual course of business or for the necessities of life.

3
4 DATED: April 11, 2008

Respectfully submitted,

LAW OFFICES OF SARA A. WEINSTEIN

6
7 By: 

SARA A. WEINSTEIN
Attorneys for Petitioner
MARY J. MACHIN

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

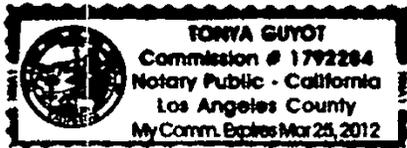
On APRIL 11, 2008 before me, BONYA GUYOT, Notary Public
Date Here (Insert Name and Title of the Officer)

personally appeared SARA A. WEINSTEIN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Bonya Guyot
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document NOTICE OF PENDING ACTION & OF RESTRAINING ORDERS AGAINST ENCUMBERED REAL PROPERTIES OF THE PARTIES
Title or Type of Document: 3 PAGES
Document Date: APRIL 11, 2008 Number of Pages: 3 PAGES
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: SARA A WEINSTEIN
 Individual
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: ATTORNEY

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: LAW OFFICES OF SARA A. WEINSTEIN

Signer's Name: _____
 Individual
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a citizen of the United States and a resident of the county aforesaid. I am over the age of 18 years and not a party to the within action. My business address is: 11150 West Olympic Boulevard, Suite 1120, Los Angeles, California 90064.

On **April 11, 2008**, I served the following document(s) described as **NOTICE OF PENDING ACTION AND OF RESTRAINING ORDERS AGAINST ENCUMBERING REAL PROPERTIES OF THE PARTIES** on the interested parties in this action by placing:

by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

Peter Machin
537 21st Street
Manhattan Beach, California 90266

BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

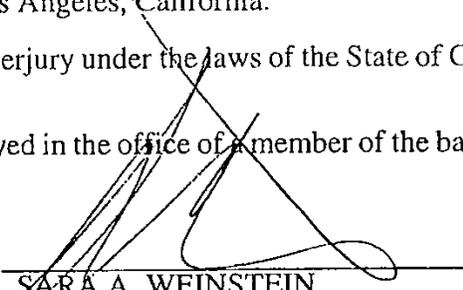
(By Facsimile) By placing said document(s) in my office facsimile machine and transmitting them to the named person(s) at Los Angeles, California, at

(By Personal Service) By causing said document(s) to be hand delivered via messenger to the office(s) of the addressee(s).

Executed on **April 11, 2008**, at Los Angeles, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


SARA A. WEINSTEIN

PROOF OF SERVICE



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: TONYA GUYOT

Commission #: 1792284

Place of Execution: LOS ANGELES

Date Commission Expires: MAR 25, 2012

Date: 4-15-08

Signature: [Handwritten Signature]

Print Name: ANA GARCIA

DOC # 2014-0142134

04/18/2014 11:03A Fee:24.00

Page 1 of 4

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Melissa Davis Lowe
SHULMAN HODGES & BASTIAN LLP
8105 Irvine Center Drive, Suite 600
Irvine, CA 92618

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Space above this line for recorder's use only

notice of pendency of action

LIS PENDENS

Title of Document

25.00
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039

TRA: _____
DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

ACR 238 (Rev. 03/2008)

1 Leonard M. Shulman – Bar No. 126349
Melissa Davis Lowe – Bar No. 245521
2 **SHULMAN HODGES & BASTIAN LLP**
8105 Irvine Center Drive, Suite 600
3 Irvine, CA 92618
Telephone: (949) 340-3400
4 Facsimile: (949) 340-3000
E-mail: lshulman@shblp.com; mlowe@shblp.com

5 Attorneys for Plaintiff, Lynda T. Bui,
6 Chapter 7 Trustee of the bankruptcy estate

7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

10
11 **In re**) Case No. 6:13-bk-28695-MJ
12 **MARY MACHIN,**) Chapter 7
13 **Debtor.**) Adv. Case No. 6:14-ap-01087-MJ

14 **NOTICE OF PENDENCY OF ACTION**
15 **(LIS PENDENS)**

14 **LYNDA T. BUI**, solely in her capacity as
15 Chapter 7 Trustee of the bankruptcy estate of
16 Mary Machin,

Date: June 19, 2014
Time: 11:00 am
Ctm: 301
3420 Twelfth Street
Riverside, CA 92501

16 **Plaintiff,**

17 v.

18 **PETER MACHIN**, an individual,

19 **Defendant.**

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SHULMAN HODGES &
BASTIAN LLP
8105 Irvine Center Drive
Suite 600
Irvine, CA 92618

4770-000Z:\M-N\Machin\Adv 01087P\Adv\Complaint_Peter Machin_Lis Pendens_v2.docx

1 Lynda T. Bui, the duly appointed, qualified and acting Chapter 7 trustee ("Trustee" or
2 "Plaintiff") for the bankruptcy estate ("Estate") of the debtor herein, Mary Machin ("Debtor"),
3 alleges as follows:

4 **NOTICE IS HEREBY GIVEN** that the above adversary action concerning and
5 affecting real property as herein described was commenced on or about April 1, 2014 in the
6 above Court by Lynda T. Bui, the Chapter 7 Trustee ("Trustee or Plaintiff") for the bankruptcy
7 estate ("Estate") of Mary Machin ("Debtor") against Defendant Peter Machin ("Defendant").

8 This adversary action is now pending in the above-referenced Court. The action concerns
9 title to and the right of possession of real property situated in Riverside County, California with a
10 common address 510 N. Villa Court #208, Palm Springs, CA 92262, and legally described as
11 follows:

12 A condominium composed of:

13 Parcel 1:
14 An undivided 1/138th interest in and to Lots 3 and 4 of Tract 15233, in the City of
15 Palm Springs, County of Riverside, State of California, as shown by Map on file
in Book 114, Pages 76 and 77 of Maps, in the Office of the County Recorder of
said county.

16 Excepting therefrom Units 181 through 318, inclusive, as shown upon the
17 Condominium Plan recorded September, 17, 1980 as Instrument No. 169450,
18 Official Records, together with exclusive easements for parking and other
19 purposes as shown in said plan; also excepting therefrom, any oil, gas, or other
hydrocarbon substances underlying said land, without the right of surface entry,
reserved by Security Pacific National Bank of Los Angeles, in Deed recorded
January 11, 1936 in Book 262, Page 533 and recorded May 22, 1936 in Book 262,
Page 238, both of Official Records.

20 Parcel 2:

21 Unit 244 consisting of Elements A and C as shown upon the Condominium Plan
22 referred to in Parcel 1 above.

23 Parcel 3:

24 Non-exclusive easements for access, ingress, egress, encroachment, maintenance,
25 enjoyment, repairs and other purposes as described in the Declaration of
26 Covenants, Conditions and Restrictions for said tract, together with those
exclusive easements for parking and other purposes as show in the Condominium
Plan referred to in Parcel 1 above appurtenant to Parcels 1 and 2.

27 APN: 504-043-064-4

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The object of Plaintiff's claims include, among other things, a claim for turnover and sale of the above property, and for related relief that the Court may deem just and proper.

Dated: April 15, 2014

SHULMAN HODGES & BASTIAN LLP



Leonard M. Shulman
Melissa Davis Lowe
Attorneys for Lynda T. Bui
Chapter 7 Trustee for the bankruptcy estate

ACKNOWLEDGMENT

STATE OF CALIFORNIA

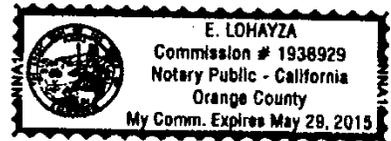
COUNTY OF ORANGE

On April 15, 2014, before me, E. Lohayza, Notary Public, personally appeared MELISSA DAVIS LOWE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



SIGNATURE OF NOTARY



PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
100 Spectrum Center Drive, Suite 600, Irvine CA 92618

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

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* 9/29/15, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

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

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* 9/29/15, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

PERSONAL DELIVERY: Honorable Meredith A. Jury, USBC, 3420 Twelfth Street, Bin outside of Crtrm 301, Riverside, CA 92501-3819

Service information continued on attached page

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

9/29/15 _____ Laurie Verstegen _____ /s/Laurie Verstegen
Date Printed Name Signature

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

Daryl L Binkley daryl@binkleylaw.com
Lynda T. Bui (TR) trustee.bui@shbllp.com, C115@ecfcbis.com
Rika Kido rkido@shbllp.com, avernon@shbllp.com
Melissa Davis Lowe mdavis@shbllp.com, lverstegen@shbllp.com
Avi Schild bk@atlasacq.com
Leonard M Shulman lshulman@shbllp.com
United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov