

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trusteebui@shbllp.com <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: WILFRED JOHN McCUBBIN aka JOHN McCUBBIN and VIRGINIA ANN McCUBBIN, Debtor(s).	CASE NO.: 6:16-bk-12934-MJ CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 11/15/2016	Time: 10:00 am
Location: Courtroom 301, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** 11/01/2016

Description of property to be sold: Residential property located at 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240

Terms and conditions of sale: See attached for more information.

Proposed sale price: 160,000.00, subject to lender approval

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

Overbid procedure (if any): n/a

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

n/a

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

n/a

Date: 10/19/2016

**ATTACHMENT TO NOTICE
OF SALE OF ESTATE PROPERTY**

Statement of Information in Compliance with LBR 6004-1(c)(3)

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of the hearing on the proposed sale:	Hearing Date/ Time: November 15, 2016 at 10:00 a.m. Hearing Place: U.S. Bankruptcy Court Courtroom 301 3420 Twelfth Street Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Keller Organization Attn: James Keller, III, President 5341 Sierra Vista Avenue Riverside CA 92505 (Buyer is subject to lender approval)
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Real property located at: 9881 Oakmount Boulevard, Desert Hot Springs, California 92240
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	\$160,000, subject to lender approval of all costs or expenses as identified on the HUD-1.
<i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Proposed sale is subject to the liens as identified in the Preliminary Title Report attached as Exhibit 1 to the Declaration of Lynda T. Bui annexed to the Motion, which includes Mortgage Electronic Registration Systems, Inc., solely as nominee for The Lending Company, Inc., its successors and assigns.
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	Yes to the extent the lender requires the highest and best offer and one that is consistent with the lender's own appraisal.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	The Estate is expected to receive \$15,000 in "trustee release fees". The estimated cost for the sale is 8% of the sale price or \$12,800. However, the approval of the costs is subject to lender approval.
<i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	Hyatt Relocation Corporation and Lock & Key Realty (local broker); real estate broker's commission of no more than 6%. However, any such payment to the brokers or any costs is subject to lender approval and if the lender does not approve, then escrow cannot close.
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	The Debtors purchased the property as their primary residence in 1998 for \$120,000. There have been improvements although depreciations were taken. The Debtors would be entitled to an exclusion of to \$500,000 in taxable gains. As a result, the Trustee is not aware of any tax consequences to the Estate for the sale of the property. In the event that there is any tax liability generated from the sale of the property that is a liability of the Estate, it is anticipated that such taxes will be minimal.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by November 1, 2016).

1 Lynda T. Bui, Chapter 7 Trustee
3550 Vine Street, Suite 210
2 Riverside, California 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: trustee.bui@shbllp.com
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5 Chapter 7 Trustee
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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re

12 **WILFRED JOHN McCUBBIN aka JOHN**
13 **McCUBBIN and VIRGINIA ANN**
McCUBBIN,

14 Debtors.
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Case No. 6:16-bk-12934-MJ

Chapter 7

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

- (1) **AUTHORIZING THE SHORT SALE OF REAL
PROPERTY OF THE ESTATE PURSUANT
TO BANKRUPTCY CODE § 363(b);**
- (2) **APPROVING PAYMENT OF REAL ESTATE
COMMISSION; AND**
- (3) **GRANTING RELATED RELIEF INCLUDING
USE OF SALE PROCEEDS TO REIMBURSE
TRUSTEE FOR ACTUAL COSTS
INCURRED**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATIONS OF
LYNDA T. BUI AND DEBORAH L. PRIEBE IN
SUPPORT THEREOF**

**Real Property located at: 9881 Oakmount
Boulevard, Desert Hot Springs, California
92240**

Hearing Date:

Date: November 15, 2016

Time: 10:00 a.m.

Place: Courtroom 301

3420 Twelfth Street

Riverside, CA 92501

1 **TO THE HONORABLE MEREDITH A. JURY, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED**
3 **PARTIES:**

4 Lynda T. Bui (“Trustee”), the duly appointed, qualified, and acting Chapter 7
5 trustee for the bankruptcy estate of Wilfred John McCubbin aka John McCubbin and
6 Virginia Ann McCubbin (“Debtors”), brings this Motion for Order: (1) Authorizing the
7 **Short Sale** of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2)
8 Approving Payment of Real Estate Commission; and (3) Granting Related Relief
9 Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred (“Sale
10 Motion”) and respectfully represents as follows:

11 **I. BACKGROUND AND RELIEF REQUESTED**

12 The Debtors filed a voluntary petition under Chapter 7 of the Bankruptcy Code on
13 March 31, 2016 (“Petition Date”). The initial Section 341(a) Meeting of Creditors was
14 held on May 3, 2016 and a continued Meeting of Creditors is currently scheduled for
15 August 23, 2016. The claims bar date is September 19, 2016 and September 27, 2016
16 for governmental entities.

17 The Debtors’ Schedule A/B reflects an ownership interest in the residential real
18 property located at 9881 Oakmount Boulevard, Desert Hot Springs, California 92240
19 (“Property”) and have valued the Property at \$212,000. The Debtors’ Schedule D
20 reflects one lien against the Property in favor of Dovenmuehle/nexbank Ss¹ (“Secured
21 Creditor”) in the amount of \$230,450.

22 The Preliminary Title Report dated June 13, 2016 is attached to the Declaration
23 of Lynda T. Bui (“Bui Declaration”) as **Exhibit 1**. The outstanding lien against the
24 Property is as shown on the Preliminary Title Report. Based on the Preliminary Title
25 Report and information obtained by the Trustee, the Property is over-encumbered.

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28 ¹ The Preliminary Title Report identifies the lender as Mortgage Electronic Registration Systems, Inc., solely as nominee for The Lending Company, Inc., its successors and assigns.

1 Through this Sale Motion, the Trustee seeks authorization to sell the Property,
2 subject to prior written approval of the Secured Creditor. Thus, all liens shown on the
3 Preliminary Title Report will be fully or partially satisfied or released prior to closing or
4 paid at the time of closing (or the Secured Creditor will not give written approval for the
5 sale). The Trustee will comply with any and all conditions set forth by the Secured
6 Creditor.

7 The Secured Creditor will pay the closing costs at close of escrow, including the
8 real estate broker's commission of no more than 6%.

9 The buyer of the Property shall pay the Bankruptcy Estate a trustee release fee
10 of \$15,000 or 4% of the selling price, whichever is greater.

11 The Trustee believes that it is in the best interest of the Estate and its creditors to
12 short sell the Property as set forth above.

13 Nothing in the Sale Motion is intended to impair any secured creditor's right to
14 seek relief from the automatic stay or to foreclose on the Property.

15 II. ARGUMENT²

16 A. There is a Good Business Reason for the Sale and the Sale is in the Best 17 Interest of the Estate.

18 The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704,
19 which provides in relevant part as follows:

20 (a) The trustee shall—

21 (1) collect and reduce to money the property of the estate for
22 which such trustee serves, and close such estate as
23 expeditiously as is compatible with the best interests of
parties in interest;

24 (2) be accountable for all property received;

...

25 Further, the Trustee, after notice and hearing, may sell property of the estate. 11
26 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good

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28 ² Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points
and authorities be filed in support of the Sale Motion, the Trustee is nevertheless submitting one.

1 business reason for the sale and the sale is in the best interests of the estate. *In re*
2 *Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel*
3 *Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net
4 the Estate \$15,000 from the “trustee’s release fees” that the buyer will pay as part of the
5 sale.

6 **III. CONCLUSION**

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

10 1. Authorizing the Trustee to short sell the Property on an as-is, where-is
11 basis, without any warranties or representations, to the Buyer in an amount approved by
12 Secured Creditor under the terms and conditions set forth above, including compliance
13 with the written Short Sale Approval Letter to be obtained from Secured Creditor, (a)
14 Secured Creditor pay all customary and normal closing costs at close of escrow,
15 including a real estate commission of no more than 6%, (b) obtain release of or pay all
16 liens as shown on the Preliminary Title Report prior to closing or at the time of closing;
17 (c) approve payment to the Estate from Buyer of \$15,000 or 4% of sale price, whichever
18 is higher, and (d) authorize the Trustee to execute any and all documents to effectuate
19 this sale.

20 2. Pursuant to Local Bankruptcy Rule 6004-1(g), the Trustee will file a Report
21 of Sale detailing the terms of sale with the Court once the sale closes.

22 3. For such other and further relief as the Court deems just and proper under
23 the circumstances of this case.

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25

/s/ Lynda T. Bui

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Dated: October 19, 2016

Lynda T. Bui

27

Solely in the capacity as the Chapter 7 trustee for the
bankruptcy estate of Wilfred John McCubbin aka John
McCubbin and Virginia Ann McCubbin

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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 ("Estate") of Wilfred John McCubbin aka John McCubbin and Virginia Ann McCubbin. 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) Authorizing the Short Sale of Real Property of the Estate to the Highest Bidder Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred ("Sale Motion"). Through the Sale Motion, I am requesting authority to (a) short sell the Property on an as-is, where-is basis, without any warranties or representations, to a buyer in an amount approved by the lender under the terms and conditions set forth above, including compliance with the written Short Sale Approval Letter to be obtained from the lender, (b) Secured Creditor pay all customary and normal closing costs at close of escrow, including a real estate commission of no more than 6%, (c) obtain release of or pay all liens as shown on the Preliminary Title Report prior to closing or at the time of closing; (d) approve payment to the Estate from buyer of \$15,000 or 4% of sale price, whichever is higher, and (e) execute any and all documents to effectuate this sale.³

3. Attached hereto as **Exhibit 1** is a true and correct copy of the Preliminary Title report for the Property dated June 13, 2016. The lender identified is Mortgage Electronic Registration Systems, Inc., solely as nominee for The Lending Company, Inc., its successors and assigns.

4. Attached hereto as **Exhibit 2** is a true and correct copy of the Residential Real Estate Sale Agreement and other documents in support of the sale of the Property.

³ All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

1 The buyer identified is Keller Organization. These documents have been submitted to
2 the lender for review and consideration.

3 5. The below information is being provided pursuant to Local Bankruptcy
4 Rule 6004-1(c)(2)(b). I obtained the assistance of real estate agent Deborah L. Priebe
5 of Hyatt Relocation Corporation to attempt to short sell the Property. Based on her
6 review of the Property, she advises that the value of the Property is approximately
7 \$185,000. However, the best and current offer received for the Property is \$160,000.
8 Because the Property is over-encumbered, I can only sell it if the lender approves of the
9 sale. Every lender has its own procedure for approving short sales and I have asked
10 Ms. Priebe to submit a declaration detailing the general procedure and process of such
11 sale for the Court. Because the short sale process takes time and because I only have
12 30 days from short sale approval to closing, I am filing this Motion and requesting that
13 the sale be approved *subject to final lender approval*.

14 6. Unlike traditional sales, this sale is not subject to overbids. I have not
15 been contacted by any overbidders for the purchase of the Property. The lender, who
16 has complete and sole authority, will determine what sale price it will approve based on
17 its own procedures, which routinely include its own appraisal so I do not believe an
18 overbid is necessary or appropriate as the highest price I obtain will still need to be
19 subject to the lender's approval.

20 7. The sale is in the best interest of the Estate because the Estate is
21 anticipated to receive \$15,000 from the sale. The buyer has agreed to pay this amount.
22 Because I have created "equity" of \$15,000, where there was none, creditors can
23 expect to receive a significant distribution (as opposed to nothing). As this case is in its
24 early stages, I will represent to the Court that I will work with my professionals (and if
25 necessary, ask them to reduce administrative expenses) to ensure that creditors receive
26 a meaningful distribution.

27 8. For the reasons set forth in the Sale Motion and this Declaration, I
28 respectfully request that the Court grant the Sale Motion so that I do not lose this

1 favorable business opportunity to generate a substantial amount of funds for the Estate
2 from an asset that otherwise has no equity.

3 9. As is required by Federal Rule of Bankruptcy Procedure 6004(f) and Local
4 Bankruptcy Rule 6004-1(g), I will file a Report of Sale detailing the terms of the sale
5 shortly after the sale closes.

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

8 Executed on October 19, 2016, at Irvine, California.

9 /s/ Lynda T. Bui

10 _____
11 Lynda T. Bui
12 Solely in the capacity as the Chapter 7 trustee for the
13 bankruptcy estate of Wilfred John McCubbin aka John
14 McCubbin and Virginia Ann McCubbin
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DECLARATION OF DEBORAH L. PRIEBE

I, Deborah L. Priebe, declare and state as follows:

1. The matters stated herein are true and correct and within my personal knowledge. If called as a witness, I could and would competently testify thereto. I am a real estate broker, duly licensed in the State of California and the State of Nevada and am associated with Hyatt Relocation Corporation located at 12707 High Bluff Drive, Suite 200, San Diego, California; telephone (702) 534-6357. I make this declaration in support of the Chapter 7 Trustee's Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred filed by Lynda T. Bui, the Chapter 7 trustee for the bankruptcy estate of Wilfred John McCubbin aka John McCubbin and Virginia Ann McCubbin.

2. As background, I would like to explain to the Court my understanding of the basic procedures that we go through to obtain the lender's short sale approval for any real property. As a caveat, all lenders have their own procedures in addition to the basic requirements. With respect to the basic requirement true for all short sales, we start with obtaining the listing from the bankruptcy trustee. After a physical inspection of the property, we take pictures and put the property on the market. To the extent that there are any showings requested, we accommodate that as well. We coordinate with the debtor or the occupant of the property. When we receive any offer, we send out a request for highest and best offer along with all the bankruptcy terms before submitting the highest and best to the bankruptcy trustee for review and execution. Once we have an accepted offer, we present that offer with a package of all required documents (which are lender specific). The package is often voluminous and lenders can change requirements midstream and we would need to submit completed documents on their forms. Routinely, if there is anything missing or not properly completed, the lender will not review the file or consider the short sale. Assuming all documents are completed

1 and are properly submitted, the lender usually obtains an independent appraisal of the
2 property. Depending on the lender, at this stage, the file is assigned a negotiator.

3 3. The package for a short sale for any lender always includes a proposed
4 preliminary HUD-1 which details what funds will come in for the sale and the costs to be
5 paid as well as the payoff to the lender and the payment to the Estate. The HUD-1 is
6 the basis for which every real estate sale transaction in the United States is founded on.
7 There is not a transaction in any 50 states that is completed without a HUD-1. The
8 buyer, seller and lender review and approve the HUD-1 before funds are dispersed
9 through escrow in the state of California. The HUD-1 is signed by all parties in
10 agreement to the payoff of each line item in the sale. The lienholder acknowledges that
11 their final approval of closing a property would be the approval of said HUD-1. If for any
12 reason the lender does not approve a line item, it would not sign the HUD-1, and
13 escrow could not disburse funds or close the sale.

14 4. Once the package is complete, the negotiator then reviews the entire
15 package, including the proposed HUD-1 and all the itemized proposed payments. If the
16 negotiator does not approve a certain cost or payment, he or she will require that the
17 items be deleted or otherwise modified. Using the proposed HUD-1, the negotiator will
18 cause the written short sale approval letter to be generated and sent to the bankruptcy
19 trustee and/or the borrower(s). The short approval letter usually only provides for 30
20 days to close escrow. An extension is often difficult to obtain. In addition, not closing
21 escrow within the 30 days can substantially delay closing because some lenders re-start
22 the process, others require new appraisals, and yet others will proceed with foreclosure.
23 It is not uncommon to see the lender negotiate the short sale at the same time it
24 proceeds with the foreclosure process such that upon expiration of the approval, the
25 subject property forecloses.

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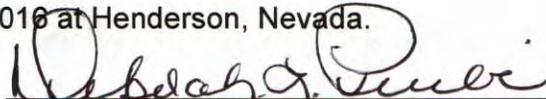
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1 5. For the above reasons and based on my years of experience, it is most
2 beneficial to obtain the order approving the sale such that escrow can close shortly after
3 the lender approves the short sale.

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

6 Executed on September 7, 2016 at Henderson, Nevada.

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8 Deborah L. Priebe

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EXHIBIT "1"
PRELIMINARY TITLE REPORT



4210 Riverwalk Parkway, Suite 200
Riverside, CA 92505
Phone: (951) 509-0211

Issuing Policies of **Chicago Title Insurance Company**

ORDER NO.: **00407699-993-SS1**

Escrow/Customer Phone:

ATTN:
Email:
Reference No.:
Reference No.:

Title Officer: **Sandy Staley**
Title Officer Phone: **(951) 509-0211**
Title Officer Fax: **(951) 509-5824**
Title Officer Email: **sandy.staley@ticortitle.com**

PROPERTY: **9881 Oakmount Boulevard, Desert Hot Springs, CA 92240**

PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Ticor Title Company of California** 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.

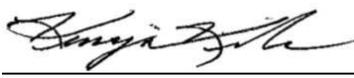
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment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

*The policy(s) of title insurance to be issued hereunder will be policy(s) of **Chicago Title Insurance Company**, a Nebraska Corporation.*

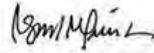
Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be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



By: 
Randy Quirk, President
Attest: 
Michael Gravelle, Secretary



4210 Riverwalk Parkway, Suite 200
Riverside, CA 92505
Phone: (951) 509-0211

PRELIMINARY REPORT

EFFECTIVE DATE: **June 13, 2016 at 7:30 a.m.**

ORDER NO.: **00407699-993-SS1**

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

ALTA Homeowners Policy of Title Insurance (12-2-13)
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 Fee

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

John McCubbin and Virginia McCubbin, husband and wife as joint tenants

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

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California
ORDER NO.: 00407699-993-SS1

EXHIBIT "A"

LEGAL DESCRIPTION

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

Lot 673 of Tract No. 4009, in the County of Riverside, State of California, as shown by Map on file in Book 65 Pages 80 through 92, inclusive, of Maps, records of Riverside County, California, and as amended by map on file in Book 71 Pages 57 through 68, inclusive, of Maps, Records of Riverside County, California;

Excepting therefrom all right, title and interest in and to all of the oil, gas, gasinghead gas, and other hydrocarbons and all other minerals, chemicals and steam in and underlying or produced or produced or to be produced from said property, without the right of surface entry, as reserved to Raymond J. Ryan and Helen Ryan, husband and wife, in deed recorded August 1, 1968 as Instrument No. 74298 of Official Records of Riverside County, California.

APN: **661-202-007-2**

EXCEPTIONS

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 2016-2017
2. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
3. 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
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. All easements, offers and dedications as shown on the official map

Tract of: 4009

6. An easement for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In Favor of: General Telephone Company of California and Southern California Edison Company
Purpose: Either or Both Pole Lines, Conduits or Underground Facilities
Recording Date: January 27, 1971
Recording No: 8456, of Official Records
Affects: said land more particularly described therein

7. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; 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:

Recording Date: May 5, 1971
Recording No.: 47213, of Official Records

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: May 10, 1971
Recording No: 49014, of Official Records

**EXCEPTIONS
(Continued)**

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 10, 1976
Recording No: 17508, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: January 18, 1979
Recording No: 13104, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: January 30, 1979
Recording No: 21227, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 6, 1982
Recording No: 135850, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: November 27, 1984
Recording No: 253828, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 9, 1986
Recording No: 312166, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 18, 1987
Recording No: 239283, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: August 18, 1987
Recording No: 239284, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 16, 1987
Recording No: 269106, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 8, 1988
Recording No: 155963, of Official Records

**EXCEPTIONS
(Continued)**

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 4, 1990
Recording No: 57442, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: January 7, 1991
Recording No: 6242, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 30, 1991
Recording No: 337976, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 5, 1992
Recording No: 40744, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: May 24, 1995
Recording No: 166392, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 10, 1997
Recording No: 203418, of Official Records

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$244,200.00
Dated: January 12, 2013
Trustor/Grantor: John McCubbin and Virginia McCubbin, husband and wife as joint tenants
Trustee: First American Title
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for The Lending Company, Inc., its successors and assigns
Loan No.: 2012100435
Recording Date: January 18, 2013
Recording No: 2013-0028880, of Official Records

9. Any right, title or interest of Vivint Solar Developer, LLC, a Delaware Limited Liability Company in or to the solar energy system located on the Land as disclosed by that certain Notice of Independent Solar Energy System Producer Contract recorded

Recording Date: February 22, 2016
Recording No.: 2016-0068263, of Official Records

NOTE: The Company requires a separate termination of contract and that said termination of contract be submitted to the Title Officer for review in order to remove this exception.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California
ORDER NO.: 00407699-993-SS1

EXCEPTIONS
(Continued)

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. 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.

2. Pursuant to the type of transaction contemplated in this Report, a Documentary Transfer Tax Affidavit must be filled out and executed to accompany the Transfer Deed, a form of which can be obtained by going to the following Website www.riversideacr.com or by contacting your Title Officer or Escrow Officer.
3. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 661-202-007-2
Fiscal Year: 2015-2016
1st Installment: \$868.79
2nd installment: \$868.79
Exemption: \$7,000.00
Code Area: 061-093
2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
3. Note: Association Assessments are periodically due from holders of title to said Land to the Homeowner's Association and transfer fees may be due whenever there is a transfer of title of any of the units. In order to ascertain seller's/buyer's association assessments and transfer fee requirements prior to transfer of a unit, Escrow companies are requested to contact said Homeowner's Association.
4. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence located in a Planned Unit Development known as 9881 Oakmount Boulevard, Desert Hot Springs Area, CA, to an Extended Coverage Loan Policy.
5. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
6. NOTE: Ticor Title Company of California will pay Chicago Title Insurance Company 12% of the title premium, as disclosed on lines 1107 and 1108 of the HUD-1.
7. Note: The policy of title insurance will include an arbitration provision. The company of the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your title insurance coverage.

END OF INFORMATIONAL NOTES

Sandy Staley/hm1

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver’s license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties’ websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize “do not track” requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

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, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. 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. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform 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 other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing 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, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those

instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

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
TTCC - Tigor Title Company of California

FNF Underwriter
CTIC - Chicago Title Insurance Company

Available Discounts

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

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.

DISASTER LOANS (CTIC)

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 (CTIC)

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.

EMPLOYEE RATE (TTCC and CTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

ATTACHMENT ONE

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 (12-02-13)
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.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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)	\$ 5,000.00

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

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(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:

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.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

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: (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:

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.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15)

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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

STATEMENT OF INFORMATION

CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO: 00407699-993-SS1

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

THE STREET ADDRESS of the property in this transaction is:

IF NONE LEAVE BLANK

ADDRESS:

CITY:

IMPROVEMENTS: SINGLE RESIDENCE MULTIPLE RESIDENCE COMMERCIAL
 OCCUPIED BY: OWNER LESSEE TENANTS
 ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION: YES NO

NAME

SPOUSES NAME

FIRST MIDDLE LAST

FIRST MIDDLE LAST

BIRTHPLACE BIRTH DATE

BIRTHPLACE BIRTH DATE

I HAVE LIVED IN CALIFORNIA SINCE SOCIAL SECURITY NUMBER

I HAVE LIVED IN CALIFORNIA SINCE SOCIAL SECURITY NUMBER

DRIVER'S LICENSE NO. _____

DRIVER'S LICENSE NO. _____

WIFE'S MAIDEN NAME: _____

WE WERE MARRIED ON _____ AT _____

RESIDENCE(S) FOR LAST 10 YEARS

NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO
NUMBER AND STREET	CITY	FROM	TO

OCCUPATION(S) FOR LAST 10 YEARS

HUSBAND

PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
WIFE			
PRESENT OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS
PRIOR OCCUPATION	FIRM NAME	ADDRESS	NO. OF YEARS

FORMER MARRIAGES: IF NO FORMER MARRIAGES, WRITE "NONE": _____

NAME OF FORMER SPOUSE _____

IF DECEASED: DATE _____ WHERE _____

CURRENT LOAN ON PROPERTY

PAYMENTS ARE BEING MADE TO: _____ 2. _____
 1. _____ 3. _____
 HOMEOWNERS ASSOCIATION _____ NUMBER: _____

DATE _____ SIGNATURE _____

HOME PHONE _____ BUSINESS PHONE _____

EXHIBIT "2"

RESIDENTIAL REAL ESTATE SALE AGREEMENT

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COVER PAGE

TRUSTEE/SELLER: Lynda Bui as trustee for the bankruptcy estate of John & Virginia McCubbin

ESTATE (DEBTOR/CASE NUMBER): 6:16-12934

PROPERTY: 9881 Oakmount Blvd., Desert Hot Springs, CA 92440

PURCHASE PRICE: \$160,000

TRUSTEE'S FEE: \$15,000

DocuSign Envelope ID: 7C3902E8-E2D6-4701-A5AF-02EA45F23B3A



INFORMATION ON SALE OF REAL PROPERTY IN BANKRUPTCY

Individual (s) who reside, have a place of business or own property in the United States may file for bankruptcy in a federal court under Chapter 7. In a Chapter 7 Bankruptcy, the individual is allowed to keep certain exempt property. Most liens, however, survive. Other assets are sold by the bankruptcy court trustee to repay creditors. Bankruptcy sales are conducted by a United States Bankruptcy Court trustee for properties that have been owned by debtors who are in Chapter 7 Bankruptcy.

When a property receives an offer that is deemed reasonable by the trustee a court hearing is set with notice to the creditors and a date is set for the hearing, generally, six weeks or so from the initial signing of the offer by the trustee. The initial signing, however, does not constitute mutual acceptance. Mutual acceptance is achieved only after the sale has been approved by a United States Bankruptcy Court judge. The status of the property is changed to Pending Back-up. After court approval the status changes to Pending and the sale can close after 14 days.

Many of these properties originally have equity, but by the time an offer is received the unpaid mortgage with fees and interest combined with lowering property values may make it a short sale. The judge may order that the underling lien holder approve the sale.

Title is with Ticor Title Company of California unless otherwise directed by the trustee. The potential buyer can perform an inspection within the time limit of the purchase and sale agreement. If the potential buyer finds the inspection to their satisfaction they may waive the inspection contingency by use of MLS. Other potential buyers may have an inspection of that property; however, if the buyer in 1st position waives their inspection an inspection cannot be a contingency of the potential sale. The same is true for a financing contingency. If any buyer waives the financing contingency any other buyer may obtain financing, but may not have a financing contingency. Timelines for inspection and financing contingencies begin after initial signing. Overbids will take place before or at the hearing on the sale motion in Bankruptcy Court. The overbid terms are in the Agreement Re Conditions of Sale in Bankruptcy and will also be in the Sale Motion.

It is very important that all potential buyers review this information, including the United States Bankruptcy Court purchase and sale agreement, to their satisfaction, prior to making an offer. The statutory trustee release fee is non-negotiable. All potential buyers are encouraged to seek legal advice if they deem it necessary. This page is an explanation of the process of selling property in Chapter 7 Bankruptcy.

X

Buyer _____ Date _____

Buyer _____ Date _____

DocuSigned by:

James L Keller III

9AD14A67275A493...

DocuSign Envelope ID: 7C3902E8-E2D6-4701-A5AF-02EA45F23B3A



CONTACT INFORMATION FORM

To comply with the US Bankruptcy Court, please fill out the following information or your offer will not be considered.

1. Subject Property:

Address: 9881 Oakmount Blvd MLS# 473172
Desert Hot Springs, CA 92240

2. Buyer(s):

Company: Keiler Organization

Buyer(s)

First: James Middle: _____ Last: Keller, III

First: _____ Middle: _____ Last: _____

Married Married as a separate estate Single

Buyer(s)

Address: _____

Phone: _____ Email: _____

3. Buyer(s) Lender:

Company: CASH

Loan Officer: _____ Phone: _____

Fax: _____ Email: _____

4. Selling Office:

Company: Lock & Key Realty MLS office: HCAOR

Address: 12421 Hesperia Road #1, Victorville CA 92395

Selling Agent: Teresa Roberts MLS ID# 01996900

Office phone: 206-450-2832 Direct phone: 206-450-2832

Fax: _____ Email: teresarobertsrealtor@gmail Office Email: _____

5. Listing Office:

Hyatt Relocation Corporation

DocuSign Envelope ID: 7C3902E8-E2D6-4701-A5AF-02EA45F23B3A



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

Attached Forms

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

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

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11/14 (PAGE 1 OF 1)

TABLE OF ATTACHED FORMS



Luck & Key Realty, 12421 Hesperia Rd. #1 Victorville, CA 92395 Phone (951) 450-2332 Fax (951) 450-2333
Teresa Roberts Produced with zipiform® by zipiform, 14670 Fifer Mile Road, Fraser, Michigan 48225 www.zipiform.com 9881 (Rev. 11/14)

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**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) by:

Buyer Seller Landlord Tenant James L Keller III Date 7/18/2016
Member Organization: James Keller, III President
94D14A87275A493

Buyer Seller Landlord Tenant _____ Date _____

Agent Lock & Key Realty BRE Lic. # 01460960
 Real Estate Broker (Firm)
 By Teresa P. Roberts BRE Lic # 01996900 Date 6-30-16
 (Salesperson or Broker-Associate)

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.

[Signature] Date 7/20/16 Seller/Landlord Date _____

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Reviewed by _____ Date _____



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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 or, when acting as an 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, transient, 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 709.3, 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 705 in property that constitutes or is employed with one to four dwelling units, any common interest in real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code; (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase; (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration; (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another; "Seller" includes both a vendor and a lessor; (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller; (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9, Housing Code. An agent does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

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

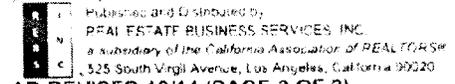
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship and specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

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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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 7/26/16
 Seller _____ Date _____
 DocuSigned by: _____
 X Buyer James L. Keller III *Keller Organization, by James Keller, III President* Date 7/18/2016
 Buyer _____ Date _____
 Real Estate Broker (Firm) Hyatt Relocation Corporation CalBRE Lic # _____ Date _____
 By Deborah Priebe CalBRE Lic # 01738826 Date 7-18-16
 Real Estate Broker (Firm) Lock & Key Realty CalBRE Lic # 01460960 Date _____
 By Teresa P. Roberts CalBRE Lic # 01998900 Date 7-18-16

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Reviewed by _____ Date _____

PRBS 11/14 (PAGE 1 OF 1)
POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Lock & Key Realty, 12421 Hesperia Rd #1 Victoryville, CA 91394 Phone (206)550-2832 Fax _____ 9881 Oakmont
 Teresa Roberts Produced with pdfForm® by ziplog® 18070 Fifteen Mile Road, Fraser, Michigan 48076 www.ziplog.com

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

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CALIFORNIA ASSOCIATION OF REALTORS

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

Date Prepared: 06/30/2016

1. OFFER:

- A. THIS IS AN OFFER FROM Keller Organization, by James Keller, III President ("Buyer")
B. THE REAL PROPERTY to be acquired is 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240, situated in Desert Hot Springs (City), Riverside (County), California, 92240 (Zip Code), Assessor's Parcel No. 661-202-007 ("Property").
C. THE PURCHASE PRICE offered is One Hundred Sixty Thousand Dollars \$ 160,000.00
D. CLOSE OF ESCROW shall occur on (date)(or) Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

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

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

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 2,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or)
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to) made payable to The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or)
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or)
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

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

D. LOAN(S):

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

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 158,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL) \$ 160,000.00

Buyer's Initials (JL) ()

Seller's Initials () ()



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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240 Date: June 30, 2016

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

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

J. **LOAN TERMS:**

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

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

(3) **LOAN CONTINGENCY REMOVAL:**

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

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

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

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

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

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

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

5. **ADDENDA AND ADVISORIES:**

A. **ADDENDA:**

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

B. **BUYER AND SELLER ADVISORIES:**

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

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

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

Buyer's Initials (JSK) (_____)

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

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

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9881 Oakmount



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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240 Date: June 30, 2016

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

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

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____
- (2) Buyer Seller shall pay City transfer tax or fee _____
- (3) Buyer 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 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 shall pay for any private transfer fee _____
- (8) Buyer Seller shall pay for _____
- (9) Buyer Seller shall pay for _____
- (10) Buyer Seller shall pay for the cost, not to exceed \$ _____ of a standard (or upgraded) one-year home warranty plan, issued by _____ with the following optional coverages: 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(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

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

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

Buyer's Initials (JKL) (_____)

Seller's Initials (AB) (_____)

RPA-CA REVISED 12/15 (PAGE 3 OF 10)

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

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9881 Oakmount



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Property Address: **9881 Oakmount Boulevard, Desert Hot Springs, CA 92240**

Date: **June 30, 2016**

9. CLOSING AND POSSESSION:

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

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

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

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

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

Buyer's Initials UJL () ()
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Seller's Initials [Signature] () ()



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

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9881 Oakmount

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Property Address: **9881 Oakmount Boulevard, Desert Hot Springs, CA 92240**

Date: **June 30, 2016**

- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**
 - A. **SELLER HAS: 7 (or ___) Days After Acceptance** to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
 - B. (1) **BUYER HAS: 17 (or ___) Days After Acceptance**, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations, review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller, and approve all matters affecting the Property, and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
 - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
 - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or ___) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
 - C. **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
 - D. **SELLER RIGHT TO CANCEL:**
 - (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited, (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5, (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B, or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller, and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
 - F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
 - H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits. If any, to the party entitled to the funds less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials ML () ()
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Seller's Initials AB () ()



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

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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240

Date: June 30, 2016

15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed, and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
18. **BROKERS:**
- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigator 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 15C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials (MS) (_____)
RPA-CA REVISED 12/15 (PAGE 7 OF 10)

Seller's Initials (AB) (_____)



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

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WRI Oakmount

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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240

Date: June 30, 2016

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

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM R16).**

Buyer's Initials JKL

Seller's Initials AB

22. DISPUTE RESOLUTION:

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

B. ARBITRATION OF DISPUTES:

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

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

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

Buyer's Initials JKL

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.

Buyer's Initials (JKL) (_____)

Seller's Initials (AB) (_____)

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

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9881 Oakmount

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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240 Date: June 30, 2016

(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers") whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

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

25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.

26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form A0AA).

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

28. **TERMS AND CONDITIONS OF OFFER:**

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

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

30. **DEFINITIONS:** As used in this Agreement:

A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.

B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.

C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.

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

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

F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.

G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.

H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.

I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing means and shall be effective upon personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).

J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

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

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

31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____ AM/ _____ PM, 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-B) for additional terms.

Date 7/18/2016 BUYER James L Keller III

(Print name) Keller Organization, by James Keller, III President

Date _____ BUYER _____

(Print name) _____

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

Seller's Initials JK



RPA-CA REVISED 12/15 (PAGE 9 OF 10)

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

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9881 Oakmount

DocuSign Envelope ID: 7C3902E8-E2D6-4701-A5AF-02EA45F23B3A

Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240 Date: June 30, 2016

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

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

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

Date 7/26/16 SELLER [Signature]
(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.

Real Estate Broker (Selling Firm) Lock & Key Realty CalBRE Lic. # 01460960
By [Signature] Teresa P. Roberts CalBRE Lic. # 01996900 Date _____
By _____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) Hyatt Relocation Corporation CalBRE Lic. # _____
By [Signature] Deborah Pribe CalBRE Lic. # 01738826 Date _____
By _____ CalBRE Lic. # _____ Date _____
Address 12707 High Bluff Dr. Ste #200 City San Diego State CA Zip 92130
Telephone (206)450-2832 Fax 709-539-6357 E-mail debpribe@sss-lv.com

ESCROW HOLDER ACKNOWLEDGMENT:

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

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

Escrow Holder _____ Escrow # _____
By _____ Date _____

Address _____
Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____
Department of Business Oversight, Department of Insurance, Bureau of Real Estate

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

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

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

Reviewed by _____
Broker or Designee



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CALIFORNIA ASSOCIATION OF REALTORS

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

Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240 ("Property")

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

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

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

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

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

Buyer [Signature] Buyer _____

Keller Organization, by James Keller, III President

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BIA REVISED 11/14 (PAGE 1 OF 1)

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

Lock & Key Realty, 12421 Hesperia Rd., #1 Victorville, CA 92395 Phone (206) 458-2832 Fax (206) 458-2832
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CALIFORNIA ASSOCIATION OF REALTORS®

SHORT SALE INFORMATION AND ADVISORY (C.A.R. Form SSIA, Revised 11/12)

Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240

Date: June 30, 2016

This Short Sale Information and Advisory is intended to give general information regarding short sales, their potential impact, and the rights and responsibilities of the parties involved. It is not intended as legal advice for any particular property owner or buyer. Seller and Buyer should consult with their own professional advisors for legal, tax, credit and personal advice. Real estate brokers cannot and will not provide such advice.

- 1. WHAT IS A SHORT SALE: A short sale is the name used to describe a real estate transaction where the seller's lender(s) agree to allow the property owner to sell the property for less than the amount of the loan(s) secured by the property.
2. ALTERNATIVES TO A SHORT SALE: Owners of distressed or underwater properties are faced with difficult choices that could have financial and emotional consequences.
3. LENDER AGREEMENT TO SHORT SALE: In order for a short sale to be completed, the lender(s), at a minimum, must agree to release the property from the lender(s) lien(s) to allow the sale.
4. SELLER'S CONTINUING LIABILITY ON THE DEBT: Many borrowers who attempt a short sale are concerned about whether the borrower is released from any further liability to the lender(s) or whether the lender can pursue the borrower for any unpaid balance of the debt.

Buyer's Initials (with handwritten initials) ()

Seller's Initials (with handwritten initials) ()

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SSIA REVISED 11/12 (PAGE 1 OF 4)

SHORT SALE INFORMATION AND ADVISORY (SSIA PAGE 1 OF 4)

Lock & Key Realty, 12421 Hesperia Rd. #1 Victorville, CA 92395

Phone (266)450-1832

Fax

9881 Oakmount

Teresa Roberts

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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240 Date: June 30, 2016

A. Short Sale:

1. Beginning July 15, 2011, Code of Civil Procedure 580e provides that any lender who approves a short sale in writing is not permitted to seek or collect a deficiency against the borrower if the loan is secured by a Trust Deed on residential property containing 1-4 units. This law may not be waived. The July 15, 2011 law does not apply to: (i) lienholders on other types of property; or (ii) a borrower who has committed fraud or waste, or (iii) borrowers who are corporations, limited liability companies, or limited partnerships. Prior to this law coming into effect, from January 1, 2011 the restriction on lenders seeking deficiencies for approved short sales only applied to lenders holding a first trust deed on residential 1-4 units.
2. For properties or borrowers to which CCP 580e does not apply, some lenders in negotiating a short sale will want the owner to sign a note for the balance of the unpaid principal. Other lenders will release the lien only, but not forgive the underlying debt. Some lenders will "reserve their rights." Thus, in these situations whether or not a lender retains the right to pursue a deficiency following a short sale becomes a negotiable term for each sale.
3. Seller is encouraged to (i) obtain a written agreement from lender(s) or other applicable lien holders addressing whether and to what extent Seller will be released from any monetary or other claim, obligation, or liability upon approval of the short sale, and (ii) have that written agreement reviewed by an attorney, CPA or other appropriate professional of seller's choosing.

B. Foreclosure

1. **Purchase Money Loans:** Loans given by lenders to purchase 1-4 unit properties, one of which will be occupied by the borrower, and seller-financed purchases are subject to "purchase money" anti-deficiency protection rules. Generally, this means that the lender cannot pursue the borrower for any deficiency after the property is foreclosed upon by the seller or lender, whether the seller or lender uses a non-judicial trustee sale or a judicial foreclosure. Refinancing a purchase money loan causes it to lose any purchase money protection it might have.
2. **Trustee Sales:** If a lender forecloses by non-judicial trustee sale instead of by judicial foreclosure, that lender is barred from seeking any deficiency from the borrower after the trustee sale, even if the loan was not purchase money.
3. **Refinanced Liens:** The anti-deficiency protections become much less clear for loans that are refinanced. Generally, loans that are refinanced lose their "purchase money" protection. Lenders extending refinances may be able to pursue a deficiency judgment against the borrower directly following a judicial foreclosure. However, beginning January 1, 2013 Borrowers who refinance a purchase money loan on owner-occupied residential property with 1-4 units, and do not take any cash out from the refinance receive the same anti-deficiency protection as if the refinance loan was a purchase money loan.
4. **Junior Liens:** The anti-deficiency protections for Junior Lien holders are also somewhat unclear. Junior debt used to purchase the residence (such as 90/10 first and second) would have "purchase money" protection generally. However, junior liens that are refinanced or junior liens that are used to take out equity do not have "purchase money" protection. Such "non purchase money" junior lienholders may be able to pursue a deficiency judgement against the borrower directly after a Trustee's sale by a senior lienholder or after a judicial foreclosure by the junior lienholder. Although the law is not entirely clear, home equity loans (HELOCs) may fall into this category.
5. **Other Liens:** Many other types of liens may be recorded on titles including, without limitation, homeowners association liens, judgement liens, tax liens, and child support liens. Generally foreclosures by any lienholders senior to such liens do not protect the owner of the property from later legal action by the lienholder to collect on the obligation.

5. CREDIT AND TAX CONSEQUENCES:

- A. CREDIT:** All of the owner's options discussed above will most likely have a negative impact on the owner's credit and on the owner's ability to finance or purchase property for some time. The credit impact and length of time the owner would have difficulty in obtaining a loan to purchase property again, or to be approved for any other credit transactions such as obtaining a credit card, leasing an apartment, or even to gain employment, varies. Lenders may view short sales and alternatives differently depending on their own underwriting guidelines and those established by governmental or quasi-governmental bodies. To find out more information about the impact to your credit score, go to www.myfico.com.
- B. TAX:** With some exceptions, a reduction or discharge of a debt obligation by a lender results in income to the borrower. The income might not be taxable if the debt was being used to acquire, construct or substantially improve a borrower's principal residence. Another exception exists if the forgiveness of debt results from a situation where the lender is barred by law from collecting the debt, as in a foreclosure of purchase money debt. Insolvency and bankruptcy rules can also shield a borrower from forgiveness of debt income. Generally, when any debt is forgiven by a lender, they are required to provide the borrower a 1099 and it will be up to the borrower to make the proper claim on their tax return to avoid debt forgiveness income. Some of these rules are temporary, and state laws and federal laws differ. Broker has advised Seller that if Lender agrees to accept less than full payment, the difference may result in taxable income to Seller even though Seller does not receive any cash proceeds from the sale. Seller may also be taxed on the gain in value of the Property from the date of Seller's purchase to the date of sale, regardless of the amount of any existing loans/liens.
- C. PROFESSIONAL ADVICE:** Seller is advised to discuss with an attorney, CPA or other professional of Seller's choosing before (i) accepting any offer to present to lender or (ii) agreeing to any changes requested by lender to an already accepted contract.

Buyer's Initials: DS JKL

Seller's Initials: [Signature]

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SSIA REVISED 11/12 (PAGE 2 OF 4)

SHORT SALE INFORMATION AND ADVISORY (SSIA PAGE 2 OF 4)

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9881 Oakmount

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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240

Date: June 30, 2016

6. **POTENTIAL IMPROPRIETIES:** It is an unfortunate reality that many persons, including real estate licensees, mortgage lenders, and attorneys, among others, have taken advantage of owners of underwater or distressed properties. Some of the schemes present themselves as "rescues" of the homeowner, promising to let them stay in the property, to protect their credit, or to provide payments to them after closing, and usually outside of the escrow. Both the California Department of Real Estate (BRE) (<http://www.bre.ca.gov/>) and the California Attorney General (<http://www.ag.ca.gov>) have issued written warnings of potential red flags in short sales and other rescue schemes. Some of these red flags are:
- A. **No license:** The BRE believes that a real estate license is generally required to negotiate any short sale.
 - B. **MARS:** Short sale negotiators who do not represent a seller or buyer in a short sale are generally required to comply with the Mortgage Assistance Relief Services rules and provide required disclosures and notices to a seller.
 - C. **Up-front fees:** No real estate licensee can collect any up-front or advance fee without having first obtained a "no objection" letter from the BRE and no up-front fees may be taken for arranging a loan modification;
 - D. **Surcharges:** Charges by third parties that are not disclosed to the short sale lender and usually paid outside of escrow;
 - E. **3rd Party negotiations:** The licensing and fee requirements above apply whether the negotiation occurs through a Broker representing a seller or a buyer in the transaction, or a 3rd party short sale negotiator. As with other real estate activity, short sale negotiator fees are negotiable and not set by law. The existence, fee and licensed status of any 3rd party short sale negotiator shall be disclosed to the lender and must be approved by the lender as part of the overall compensation to be paid in the short sale transaction.
 - F. **Straw buyers and house flipping:** Buyers misrepresent the value of the property to the short sale lender and flip the property to another buyer already in place;
 - G. **Other:** Other potential red flags include: guarantees to stop the foreclosure; instructions not to contact the lender; transfer of title prior to close (often to a trust) as a condition of negotiating with the lender; the buyer is an LLC; the buyer wants a power of attorney from the seller; and the buyer hires the third party negotiator or wants to negotiate directly with the lender.
- While most of the activities on the above list on their face are not fraudulent, they serve as warning signs that the owner and the real estate agents involved should proceed with caution.
7. **BUYER CONSIDERATIONS:** Short sales are often difficult transactions taking considerably longer than a typical real estate transaction to complete. There is no guarantee that the lender or lenders will agree to the terms of the purchase offer or that they will respond in any timely fashion or even respond at all. There is no guarantee that a seller or a buyer will agree to any terms proposed by the lender as a condition of releasing the lien or the debt on the property. Buyers may expend money on inspections, loan applications, escrow fees and other costs that they will not be able to recover from anyone if the lender does not approve the transaction. Buyers may also have difficulty obtaining the return of their deposit in escrow, if a seller becomes noncommunicative during the short sale process. Generally, sellers also have the right to continue to give offers to their lender(s) even if they have a contract with an existing buyer. Brokers cannot give any assurances as to what will happen. Buyers are strongly cautioned that any undisclosed and unapproved payments to junior lienholders or to seller or to outside third party negotiators may be a form of lender fraud. Buyers are also strongly cautioned that writing offers on more than one short sale property with the intent to purchase only one such property could be a misrepresentation giving rise to legal claims by a seller including a claim for the buyer's deposit.
8. **NATIONAL MORTGAGE SETTLEMENT (SETTLEMENT) AND CALIFORNIA HOMEOWNER BILL OF RIGHTS:** In early 2012 California joined a national settlement agreement between five of the nation's largest lenders (Bank of America, JPMorgan Chase, Wells Fargo, Citigroup and All Financial) and most states ("the Settlement"). The Settlement obligates the lenders to, among other things, write down or refinance some loans, extinguish certain unpaid balances and provide transition assistance to some homeowners. Loans owned by Fannie Mae or Freddie Mac are not covered by the Settlement. In Fall of 2012, California enacted laws, effective January 1, 2013, commonly and collectively referred to as the California Homeowner Bill of Rights ("Homeowners BOR"). These laws prohibit foreclosures while an approved short sale is pending or while a loan modification is in process or on appeal, as well as other requirements. Whether a borrower qualifies for any of the advantages of the Settlement or the Homeowner BOR requires an analysis of the borrower's loan and it's applicability to either of those items. Such an analysis is beyond the scope of Brokers expertise. If a buyer or seller has questions about whether the borrower's loan is covered by either the Settlement or the Homeowner BOR, or how either of those items can affect a short sale transaction, that party should discuss the matter with a lawyer or accountant of their own choosing.
9. **BROKER ROLE:** A real estate broker cannot give legal or tax advice in connection with any of the options available to the borrower nor can the broker suggest what is the best course of action for the owner. Unfortunately, the owner is faced with extremely difficult choices having a lasting impact on the owner. Owners are strongly cautioned that they must seek legal and tax advice in what is not only a choice impacting taxes and credit, but also personal issues affecting the owner and often the owner's family. The broker's role is to assist the owner with the actual sale of the property in a short sale transaction, not to provide legal or tax advice or to guarantee the best possible outcome for the parties, or to assure a buyer that any particular transaction will be completed. Brokers do not, and cannot, assure that either a seller or a buyer will perform on their agreement or that the lender(s) will agree to any of the terms presented. Brokers are not a party to the contract between Buyer and Seller.

Buyer's Initials JSK

Seller's Initials [Signature]

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Reviewed by _____ Date _____



SSIA REVISED 11/12 (PAGE 3 OF 4)

SHORT SALE INFORMATION AND ADVISORY (SSIA PAGE 3 OF 4)

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9881 Oakmount

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Property Address: 9881 Oakmount Boulevard, Desert Hot Springs, CA 92240 Date: June 30, 2016

10. **BROKER AUTHORITY:** Seller authorizes Broker to: (1) market the Property for sale, (2) contact lenders concerning lender's of a short sale (C.A.R. Form ARC) and Seller agrees to give Broker any necessary information to negotiate with lenders, and (3) advertise in the MLS and other advertising medium that the property transfer, sales price and payment of commissions are subject to lenders approval. If lenders will not cooperate, Broker may cancel the listing agreement.

DocuSigned by: James L Keller III 7/18/2016
 Seller Buyer Keller Organization, by James Keller, III Date _____
9AD14A87275AA493...

Seller Buyer _____ Date _____

Seller Buyer [Signature] Date 7/26/16

Seller Buyer _____ Date _____

Real Estate Broker (Selling Firm) Lock & Key Realty BRE Lic # 01460960

By (Agent) [Signature] Teresa P. Roberts BRE Lic # 01996900 Date 6-30-16

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Real Estate Broker (Listing Firm) Hyatt Relocation Corporation BRE Lic # _____

By (Agent) [Signature] Deborah Priebe BRE Lic # 01738826 Date _____

Address 12707 High Bluff Dr. Ste #200 City San Diego State CA Zip 92130

Telephone (206)450-2832 Fax 702-534-1357 Email debpriebe@sss-lv.com

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Reviewed by _____ Date _____



SSIA REVISED 11/12 (PAGE 4 OF 4)
SHORT SALE INFORMATION AND ADVISORY (SSIA PAGE 4 OF 4)

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AGREEMENT RE CONDITIONS OF SALE IN BANKRUPTCY

This Agreement Re Conditions of Sale in Bankruptcy (the "ACSB") is made and entered into as of 6-30, 2016 buy and between Keller Orga ("Buyer") and Lynda Bui, solely in her capacity as Chapter 7 Trustee in the Bankruptcy Estate of *in re* John & Virginia McCubbin, Bankruptcy Case No. 6:16-12934 ("Seller"). Concurrently herewith the parties are entering into the following agreements (1) Residential Purchase Agreement and Joint Escrow Instructions, (2) Addendum No. 1, (3) this ACSB and (4) Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy (collectively constituting the agreement of the parties and collectively referred to as the "Agreement")

- 1. Bankruptcy Court Approval.** The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Agreement and related purchase agreements. No representation has been made that such approval will be obtained.
- 2. Jurisdiction of the Bankruptcy Court.** Any and all disputes which involve in any manner the Estate or Lynda Bui, Trustee, arising from the Agreement and any subsequent amendments or modifications thereof or relating in any manner to the Property, shall be resolved only in the United States Bankruptcy Court, Central District of California.
- 3. Limitations of Sale.** The parties acknowledge that the operation of the law has placed the Trustee in a unique role as the Seller of the Property. Due to the nature of the Trustee's role in administering the Estate, there are limitations as to the extent, type and character of the terms under which the Trustee can convey the Property. The Trustee proposes to sell Property to certain limitations. The Buyer acknowledges that he/ her /they understand the terms under which the Property is to be conveyed may vary substantially from the normal customs and trade within the real estate industry. Except where expressly mandated by operation of law to the contrary, the Buyer consents to any such modifications and amendments.
- 4. 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 the Agreement, the assets, 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 and no sale commission, finder's fee or similar payment shall be due to any real estate broker involved in the contemplated transaction. 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 parties have 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.
- 5. Hold Harmless:** (a) The Buyer understands the terms and conditions of the entire purchase contract and holds the Estate and the realtors, brokers, agents, Lynda Bui, Trustee and her attorneys, agents and employees, harmless from any liabilities arising from this Agreement. (b) 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

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escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Agreement. In the event this Escrow is not completed through fault or default of Buyer, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

6. **Seller Conditions.** This Agreement is subject to approval by the Bankruptcy Court. The trustee does not always have access to a title report or information with respect to the tax consequences of a sale when a purchase offer is made and accepted. Accordingly, the Agreement is conditioned on: (1) The trustee obtaining an opinion from an accountant that the proposed sale will not result in adverse tax consequences, and (2) if the trustee in his or her sole discretion deems it appropriate, the court authorizing an award to the estate of reasonable fees and expenses pursuant to 11 U.S.C Section 506 (c) if there are liens against the Property.
7. **No representations or Warranties; "As-is", "Where-Is" Condition.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the Property's conditions. The Buyer acknowledges he/she is purchasing the Property "as-is," "where-is," without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property including the dimension, size or acreage of the premises; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer

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hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Agreement, be deemed to have been disclosed to Buyer by the Seller, as well.

8. **Personal Property Matters:** The Seller is unable to remove any debris or personal property left on the Property and does not warrant that there will be any appliances left on the Property.
9. **Buyer Relying Solely on Investigation:** The Buyer represents and warrants that he is purchasing the Property as a result of his own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller.
10. **Buyer Contingency and Removal:** The Buyer shall have 10 calendar days from acceptance to release all Buyer contingencies. Buyer shall, if VA financing is not available, accept available conforming/conventional financing terms including increasing their down payment accordingly. Upon release of all Buyer's contingencies, the Buyer acknowledges that the Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, the Buyer forever waives, for himself, his heirs, successors and assigns, all claims against the Debtor, his/her attorneys, agents and employees, the Estate, Lynda Bui as Trustee and individually, and her attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property.

Buyer's deposit to be released to the Trustee after the initial inspection period is completed, once the contingencies are removed.

11. **Inspections.** The Buyer has ten (10) days from the date of the Trustee as Seller signs the documents constitute this Agreement ("Initial Signing") to inspect the premises. Unless the Buyer provides Seller with written notice within ten (10) days that the Property is not acceptable; then the inspection requirement shall be deemed to be waived on the close of business ten (10) days from Initial Signing. Notwithstanding the foregoing, if the financing institution requires an additional inspection, Seller agrees to permit such inspection. Whether or not the sale is closed the Buyer will pay all costs and fees associated with such inspections and Seller shall have no liability therefore. Buyer will return the Property to its original condition after said inspection or test. It is the responsibility of the Buyer and/or the selling agent to verify and contact the utility companies in order to turn on the utilities for inspection. Buyer is responsible for hiring and paying for septic inspector and to acquire and pay for any and all certificates in the event that septic inspections are required. The Buyer will hold the Seller, brokers and attorneys harmless from all claims arising out of Buyer(s) inspection or testing of the Property.
12. **Hazardous Waste.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the presence of any hazardous waste on the Property, including, but not limited to, petroleum products, urea-formaldehyde, lead paint, mold, asbestos, drug manufacturing, etc., et al., and has no actual personal knowledge of the violation of any law, environmental law, regulation or ordinance with respect to the Property. Buyer understands and agrees that any knowledge about the condition of the Property of other parties including the trustees' real estate broker, debtor, the debtors' employees and agents, or any other persons or entities shall not be imputed to the trustee or the estate. Buyer hereby assumes all risk and costs related to the presence of hazardous waste and the environmental condition of the Property. Buyer hereby waives any and all rights of contribution, indemnity and/or reimbursement

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with respect to any and all defects, including but not limited to, hazardous waste, abatement and environmental condition.

13. **Down Payment/Loan Application.** Buyer agrees to pay \$ 2,000 down and to make an application, in good faith, within seven (7) days after Initial Signing of this Agreement, for a market rate loan to pay the balance of the purchase price. Buyers are required to obtain and submit with this offer a prequalification letter with n/a. If application is not made within seven (7) days of Initial Signing, Seller may retain the earnest money and this Agreement shall terminate.
14. **Financing Deadline/Seller Termination Notice.** If Buyer has not within 30 days after Initial Signing of this Agreement either (i) provided a Loan Commitment letter or (ii) waived the financing condition, then this Agreement shall terminate upon the expiration of the 30th day after Initial Signing and the Seller may retain the earnest money. The loan commitment may be subject to final appraisal review, which must be ordered within 3 days of receipt of underlying lien holder approval.
15. **Buyer's Funds to Close.** Buyer represents that the Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement. Buyer agrees to provide proof of funds for down payment, closing cost and trustee's fee along with pre-qualification letter with this offer. Buyers are required to obtain a prequalification letter with CASH OFFER.
16. **Loan Costs.** Seller will not be responsible for, or credit any loan costs except such portion of the Buyers cost that the Buyer is prohibited from paying pursuant to applicable FHA regulations.
17. **Escrow Holder and Closing.** The escrow holder shall be Seller's choice. Escrow is scheduled to close the later of 30 days after lender approval or 14 days after the Bankruptcy Court's approval of the sale. The Trustee may extend this time under her sole discretion.
18. **No Assignment.** The Agreement is between the Buyer and the Trustee. The Buyer shall have no right to assign the Escrow, the Agreement, or transfer the Property concurrent with closing without consent of the Seller. Real estate brokers join in the Agreement to bind themselves to provisions applicable to real estate brokers.
19. **Closing Costs and Pro-ration.** Buyer shall pay or cause to be paid the Escrow fee. In the event that the Buyer's lender will only pay for or advance as part of the loan a portion of the Seller's escrow fee, it will be the responsibility of the Buyer to pay for any shortages. Property taxes for the current year shall be pro-rated. Buyer shall pay for any remaining fuel or oil in the propane/oil tank, if applicable. Buyer shall be liable for any outstanding pre-closing utility bills, delinquent HOA dues, Sub-escrow fees and escrow shortages of any kind, if any.
20. **Other Costs.** The Buyer shall be responsible for County and City transfer taxes or transfer fees. The Buyer will obtain a Natural Hazards Disclosure Report from Property ID of California. Buyer understands that the Seller is, however, exempt from signing the Natural Hazards Disclosure Report.
21. **Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to the

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Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is "as is, where is" as stated above.

22. **Earnest Money Forfeiture.** In the event the Buyer fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money deposit is greater than five (5) percent of the purchase price, only that portion of the earnest money deposit equal to five (5) percent of the purchase price shall be forfeited to the Seller. By their initials below, Buyer and Seller specifically acknowledge that they have read the preceding provision regarding forfeiture of the earnest money and agree to it.

Buyer (s) Initials ^{DS} MBK _____ Seller Initial [Signature]

23. **Title Transfer.** Title shall be transferred by the bankruptcy trustee's quit claim deed.
24. **Possession.** Seller will use her commercially reasonable effort to deliver possession of the Property. However, if she cannot deliver possession by the later of 30 days after Bankruptcy Court Approval of the sale or 45 days after lender approval of short pay (or as extended by the parties), the Buyer may terminate the Agreement and receive his or her earnest money deposit but will have no other claims against the Seller.
25. **Disclosure Statement.** The Seller is a bankruptcy estate acting through its duly appointed trustee and therefore exempt from providing a real property transfer disclosure statement and therefore no such statement will be provided.
26. **Title Insurance.** The title insurance policy shall be subject only to liens, encumbrances, clouds and other matters as may appear on the preliminary title report, that are not to be removed at the close of Escrow, and have not been objected to by the Buyer. Should Seller be unwilling or unable to eliminate those title matters disapproved by the Buyer as above, the Seller may terminate the Agreement or, should Seller fail to deliver title as provided above, Seller and the Buyer may terminate the Agreement. In either case, the Buyer's deposit shall be returned to the Buyer, and the Buyer shall have no recourse against Seller or Lynda Bui, as duly appointed Bankruptcy Trustee or individually, or the law firm of Shulman Hodges & Bastian LLP, the Estate or the Debtor, or any real estate agent, broker or attorney involved in the transaction. No real estate commission or finder's fee shall be payable to any broker in such event.
- Buyer shall pay or cause to be paid all costs of Title Insurance. In the event that the Buyer's lender will only pay for or advance as part of the loan a portion of the costs of Title Insurance, it will be the responsibility of the Buyer to pay for any shortages. The title insurance company will be selected by Seller in her sole discretion.
27. **Sale Information.** After Initial Signing by the Seller, listing broker is authorized to report this Agreement to the Multiple Listing Associations, and to change the status from Active to Pending-Back-Up or Pending- Short Sale, or such other applicable listing association and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraiser, title insurance companies and other parties related to the sale, to furnish the listing and/or selling brokers, on request, any and all information, and copies of documents concerning the status, progress and

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final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including Buyer's credit report and or proof of funds. After court approval the status is changed to Pending and no other offers can be accepted.

28. **Sale Subject to Overbidding.** The sale of the Property is subject to the bidding procedures before the hearing or at the hearing on the motion for sale, at the sole discretion of the Trustee. The general overbid procedures are discussed further in paragraphs 29, and 30. **BUYER ACKNOWLEDGES THAT THE OVERBIDDING PROCEDURES MAY RESULT IN THE PROPERTY BEING SOLD TO A THIRD PARTY, IN WHICH EVENT BUYER'S DEPOSIT WILL BE REFUNDED TO BUYER AS BUYER'S SOLE AND EXCLUSIVE PAYMENT. ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN ASSOCIATION WITH THE CONTEMPLATED PURCHASE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, LOAN APPLICATION FEES, APPRAISAL FEES, INSPECTION FEES AND TITLE INSURANCE COSTS WILL NOT BE REIMBURSED AND REMAIN SOLELY BUYER'S EXPENSES. THE BUYER HAS ACKNOWLEDGED THIS BY INITIALING BELOW.**

Buyer (s) Initials DS Mkt _____ Seller Initial [Signature]

29. **Subsequent Offers.** All purchase agreements are subject to approval and order of the U.S. Bankruptcy Court, and there cannot be mutual acceptance until final approval by the Bankruptcy Court. The Seller will apply to the Bankruptcy Court for approval of the sale set forth herein as soon as reasonably practicable. The Bankruptcy Court hearing will generally take place within six to eight weeks of Initial Signing. Mutual acceptance occurs upon final approval by the Bankruptcy Court. Further, if the trustee receives a better offer on the Property prior to or at the Bankruptcy Court hearing, the trustee may accept such offer contingent upon approval of the Bankruptcy Court and request that the court accept the better offer. This clause is an explanation of the law and removal of this clause from this Agreement will not change the law. The trustee agrees, however, to follow the procedure set forth in the next paragraph allowing for Buyer to attempt to match a competing offer. **BUYER REPRESENTS AND WARRANTS THAT NEITHER SELLER NOR ANY PARTY REPRESENTING SELLER HAS TOLD BUYER THAT THE BANKRUPTCY COURT WILL APPROVE THIS CONTEMPLATED SALE OR THAT THERE WILL BE OR SHOULD BE NO THIRD PARTY BIDDING OR BETTER OFFER.**

30. **Competing Bids.** If Seller, subject to court approval, hereby agrees that the Buyer may match the proposed purchase price and terms of any third party offer. In order to bring this paragraph into effect, Buyer must notify the Seller of their intent to match the third party's offer within 24 hours of receipt from the Seller of notice of the third party's offer. The Seller's notice shall be in writing and state that the Buyer needs to meet or exceed the third party's price and other terms. This ability of Buyer to match other offers shall not apply during an auction of the Property. Buyer shall be required to comply with the bidding procedures established for such auction. If a written offer is received within 3 business days of the court hearing date, the court may have the proposed purchasers submit their last, highest and best offers at the hearing to approve the sale.

31. **Feasibility Study.** If the Purchase Contract is subject to a feasibility study and the sale does not close because of any contingency which the Buyer does not waive, then prior to returning any earnest money or promissory note the Buyer shall provide the Seller a copy of every study, report, analysis or appraisal regarding the Property.

32. **Real Estate Agent Commission.** Through escrow on the sale of the Property, and subject to Bankruptcy Court approval, the Trustee shall pay compensation for real estate agent services to the Buyer's agent and the Estate's

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agent. The maximum total commission allowed is six percent (6%) of the gross selling price. *IF COMMISSION IS REDUCED BY COURT ORDER OR LENDER, THEN LISTING AND SELLING BROKERS HEREBY AGREE TO REDUCE THEIR COMMISSIONS ACCORDINGLY.*

- 33. Attorneys' Fees.** In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.
- 34. Termite Report/Repairs, Misc Repairs and Home Warranty.** The Buyer has agreed to waive the requirements and costs for a termite report and any repairs. The Buyer shall comply with any and all minimum mandatory government retrofit requirements. The Buyer will provide, if required by local law, a septic inspection and/or certificate. The Buyer will provide and pay for their own one year home warranty plan.
- 35. Lead Paint.** Many used homes, especially those constructed before 1978, contain lead based paint. Lead paint is poisonous, especially for children. The Seller has no knowledge with respect to the presence or absence of lead paint in the Property. The Buyer shall undertake such investigation as he or she deems prudent in the circumstances. The Buyer shall conduct an initial inspection for the presence of lead base paint within seven (7) day time frame set forth in paragraph 7 herein. However, provided that the Buyer obtains specimens for analysis with the original inspection period and delivers them to a laboratory, upon written notice to the Seller within the original seven (7) day period, the Buyer may have an additional ten (10) days to obtain the results of a laboratory analysis for the presence of lead. If the Buyer does not obtain such laboratory samples, deliver them to laboratory and provide the Seller with notice within seven (7) days of Initial Signing, this contingency will be deemed waived on the close of business seven (7) days from Initial Signing. Unless the Buyer notifies the Seller within such additional ten (10) day period that the Property is not acceptable due to the presence of an unsafe level of lead paint, then this contingency will be deemed waived.
- 36. Signs, Lockboxes, Keys and Occupancy.** Signs and lockboxes will typically be removed within 7 days after closing. If they are not removed within 7 days, please notify the Listing Brokerage. Do not remove them. If anything is lost or stolen, the Buyer's agent agrees to reimburse the Listing Brokerage for the cost of such items. If the Buyer needs to remove the doorknob to rekey, the Buyer is to leave the lockbox and sign beside the front door. Buyer's agent acknowledges that the Buyer has no right to move into the Property until escrow has closed. Buyer's agent shall not facilitate any such move in before closing. The Buyer shall not occupy the Property or move personal items into the Property, for any reason prior to notification from the escrow company that the Trustees Deed has been recorded. Any early occupancy by the Buyer will cause for immediate termination of escrow, at the Seller's unilateral discretion and loss of the Buyer's deposit, along with any civil charges, if necessary. The Buyer may approach the Seller to lease the property in advance of the closing. Any such lease will require prior court approval and will be documented by a written month to month lease agreement. Request for a lease before closing must be given to the listing agent directly. Buyer is advised to re-key Property immediately upon closing due to the possibility of other people having copies of keys. Seller expressly disclaims any express or implied representation or warranty that all keys have been delivered to Buyer.

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37. **Personal Property.** The Seller is a bankruptcy trustee and has no knowledge of whether or not there is any leased personal property on the premises. It shall be up to the Buyer to make an appropriate investigation to determine whether or not there is any leased property on the premises which in any case is not be included in the sale. The debtor(s) (i.e. the party or parties who filed bankruptcy) may claim personal property on the premises, such as, but not limited to, non built-in appliances, drapes, curtains, etc., as exempt property until the Property is transferred to Buyer. Any such personal property claimed by the debtors is not included in the sale.

38. **Right of Agency:** Buyer, Buyer's Agent, and any other representative of the Buyer will only contact the Listing Broker or Representative for the Listing Broker of the property. Any attempt to directly contact the Seller/Trustee or the staff of the Seller/Trustee will not be tolerated. If any representative of the Buyer contacts the Seller/Trustee or staff directly, the result will be an immediate cancellation of escrow at the sole and unilateral discretion of the Seller/Trustee, with the Buyer's earnest money deposit forfeited, and the Department of Real Estate notified regarding the breach in agency law.

39. **Priority of Documents:** This Agreement is made pursuant to the following documents: (1) Residential Purchase Agreement and Joint Escrow Instructions, (2) Addendum No. 1, (3) this ACSB and (4) Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy. Whenever possible, each provision of each document shall be interpreted in such a manner as to be consistent with all other documents; however in the event of a conflict among the document the documents shall control in the following order:

1. Trustee Addendum to Agreement Re Conditions of Sale in Bankruptcy;
2. This ACSB;
3. Addendum No. 1; and
4. Residential Purchase Agreement and Joint Escrow Instructions.

40. **NO VERBAL AGREEMENTS OR REPRESENTATIONS: BUYER ACKNOWLEDGES THAT THERE ARE NO VERBAL AGREEMENTS OR REPRESENTATIONS. BUYER IS RELYING SOLELY UPON THIS AGREEMENT. BUYER HEREBY STATES THAT BUYER HAS READ EACH DOCUMENT CONSTITUTING THIS AGREEMENT AND UNDERSTANDS EACH DOCUMENT. NOTHING HAS BEEN VERBALLY STATED TO OR OTHERWISE CONVEYED TO BUYER WHICH IS CONTRARY TO THE TERMS OF THIS AGREEMENT.**

SELLER: DATE: 7/26/14

Lynda Bui, solely in her capacity as Chapter 7 Trustee for in re John & Vn Mc Cubbin and not in her individual capacity

DocuSigned by:

X BUYER James C Keller III DATE 7/18/2016

9AD14A67275A493

BUYER _____ DATE _____

The Real Estate Brokers executing this ACSB do so to acknowledge that they are bound by the terms of the Agreement applicable to them.

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SELLER'S BROKER:

By: Deborah L. Priebe

Its: _____

DATE 7-23-16

BUYER'S BROKER

By: Teresa Roberts

Its: Agent

DATE 7-23-16

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TRUSTEE ADDENDUM TO AGREEMENT RE CONDITIONS OF SALE IN BANKRUPTCY

The following is part of the purchase and sale agreement detailed: _____
between Keller Organization, by James Keller, III President BUYER(S)
and Lynda Bui, Chapter 7 Bankruptcy Trustee for John & Virginia
McCubbin Case No. # _____ SELLER
Concerning: 9881 Oakmount Blvd , Desert Hot Springs, CA 92240 (the "Property")

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

BUYER AGREES TO PAY THE STATUTORY BANKRUPTCY ESTATE FEE. THIS FEE IS TO BE PAID IN FULL AT CLOSING. THIS FEE CANNOT BE ROLLED INTO THE BUYERS LOAN. SEE EXHIBIT "B" FOR FEE SCHEDULE.

BUYER AGREES THAT IF COMMISSIONS ARE REDUCED BY EITHER A COURT ORDER OR A LENDER THE RESULTING COMMISSIONS ARE TO BE EVENLY DIVIDED BETWEEN THE LISTING AGENT AND THE SELLING AGENT.

Selling Agent 

Buyer(s) Initials 

Seller Initials 

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Trustee Fee Calculations

Purchase Price Range:
 \$50,000 - 235,000 = \$15,000 Fee
 \$240,000 - \$1,000,000 = 5% + 3250.00
 \$1,000,001 and higher = 3% + 25,750

Value	Fee
240,000	15,250
245,000	15,500
250,000	15,750
255,000	16,000
260,000	16,250
265,000	16,500
270,000	16,750
275,000	17,000
280,000	17,250
285,000	17,500
290,000	17,750
295,000	18,000
300,000	18,250
305,000	18,500
310,000	18,750
315,000	19,000
320,000	19,250
325,000	19,500
330,000	19,750
335,000	20,000
340,000	20,250
345,000	20,500
350,000	20,750
355,000	21,000
360,000	21,250
365,000	21,500
370,000	21,750
375,000	22,000
380,000	22,250
385,000	22,500
390,000	22,750
395,000	23,000
400,000	23,250
405,000	23,500
410,000	23,750
415,000	24,000
420,000	24,250
425,000	24,500
430,000	24,750
435,000	25,000
440,000	25,250
445,000	25,500
450,000	25,750
455,000	26,000
460,000	26,250
465,000	26,500
470,000	26,750
475,000	27,000
480,000	27,250
485,000	27,500
490,000	27,750
495,000	28,000
500,000	28,250
505,000	28,500
510,000	28,750
515,000	29,000
520,000	29,250
525,000	29,500
530,000	29,750
535,000	30,000
540,000	30,250
545,000	30,500
550,000	30,750
555,000	31,000
560,000	31,250
565,000	31,500
570,000	31,750
575,000	32,000
580,000	32,250
585,000	32,500
590,000	32,750
595,000	33,000
600,000	33,250
605,000	33,500
610,000	33,750
615,000	34,000
620,000	34,250

Value	Fee
625,000	34,500
630,000	34,750
635,000	35,000
640,000	35,250
645,000	35,500
650,000	35,750
655,000	36,000
660,000	36,250
665,000	36,500
670,000	36,750
675,000	37,000
680,000	37,250
685,000	37,500
690,000	37,750
695,000	38,000
700,000	38,250
705,000	38,500
710,000	38,750
715,000	39,000
720,000	39,250
725,000	39,500
730,000	39,750
735,000	40,000
740,000	40,250
745,000	40,500
750,000	40,750
755,000	41,000
760,000	41,250
765,000	41,500
770,000	41,750
775,000	42,000
780,000	42,250
785,000	42,500
790,000	42,750
795,000	43,000
800,000	43,250
805,000	43,500
810,000	43,750
815,000	44,000
820,000	44,250
825,000	44,500
830,000	44,750
835,000	45,000
840,000	45,250
845,000	45,500
850,000	45,750
855,000	46,000
860,000	46,250
865,000	46,500
870,000	46,750
875,000	47,000
880,000	47,250
885,000	47,500
890,000	47,750
895,000	48,000
900,000	48,250
905,000	48,500
910,000	48,750
915,000	49,000
920,000	49,250
925,000	49,500
930,000	49,750
935,000	50,000
940,000	50,250
945,000	50,500
950,000	50,750
955,000	51,000
960,000	51,250
965,000	51,500
970,000	51,750
975,000	52,000
980,000	52,250
985,000	52,500
990,000	52,750
995,000	53,000
1,000,000	53,250



EXHIBIT "B"

TRUSTEE: Lynda Bui

Case# _____

John & Virginia McCubbin

Buyer(s) Name: _____

Keller Organization _____

By James Keller, III President

Purchase Price: \$160,000

Fee: \$15,000

Acknowledge by Circling agreed fee to the left and sign.

Signatures

BUYER(S) ^{DocuSigned by:}
James L Keller III
BAD14A87275A493

BUYER(S) _____

SELLER

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 (*specify*): **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*) **October 19, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Chapter 7 Trustee**: Lynda T. Bui (TR) trustee.bui@shllp.com, C115@ecfbis.com
- **Attorney for Debtors**: Brian C Fenn brian@fennlawfirm.com
- **Attorney for Nexbank SSB**: Asya Landa cmartin@pralc.com
- **Interested Party**: United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **October 19, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Buyer: Keller Organization; Attn: James Keller, III, President; 5341 Sierra Vista Avenue, Riverside CA 92505

Judge's Copy: U.S. Bankruptcy Court; Attn: Honorable Meredith A. Jury; 3420 Twelfth Street, Suite 325; Riverside, CA 92501

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*) **October 19, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Trustee's Broker (via Email): Deborah L. Priebe; Email: debpriebe@sss.lv.com

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.

October 19, 2016 Erlanna Lohayza

Date

Printed Name

/s/ Erlanna Lohayza

Signature

U.S. MAIL SERVICE LIST

DEBTORS

WILFRED JOHN MCCUBBIN
VIRGINIA ANN MCCUBBIN
1950 W BADILLO ST APT 276
WEST COVINA, CA 91791

NEF - ATTORNEY FOR DEBTORS

BRIAN C FENN
FENN LAW FIRM
27134 A PASEO ESPADA, SUITE 321
SAN JUAN CAPISTRANO, CA 92675-
5708

NEF - INTERESTED PARTY

UNITED STATES TRUSTEE (RS)
3801 UNIVERSITY AVENUE, SUITE 720
RIVERSIDE, CA 92501-3255

CREDITOR LISTING

EMPLOYMENT DEVELOPMENT
DEPT.
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO, CA 94280-0001

CREDITOR LISTING

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS: A-340
PO BOX 2952
SACRAMENTO, CA 95812-2952

CREDITOR LISTING

CAPITAL ONE
ATTN: BANKRUPTCY
PO BOX 30285
SALT LAKE CITY, UT 84130-0285

PROOF OF CLAIM ADDRESS

CAPITAL ONE BANK (USA), N.A.
PO BOX 71083
CHARLOTTE, NC 28272-1083

CREDITOR LISTING

CHASE CARD SERVICES
ATTN: CORRESPONDENCE DEPT
PO BOX 15298
WILMINGTON, DE 19850-5298

CREDITOR LISTING

CITIBANK/BEST BUY
CENTRALIZED BANKRUPTCY
PO BOX 790040
ST LOUIS, MO 63179-0040

CREDITOR LISTING

DOVENMUEHLE/NEXBANK SS
ATTN: BANKRUPTCY DEPT
MAIL STOP 1290
1 CORPORATE DR., SUITE 360
LAKE ZURICH, IL 60047-8945

PROOF OF CLAIM ADDRESS

PYOD, LLC ITS SUCCESSORS AND
ASSIGNS AS ASSIGNEE OF
CITIBANK, N.A.
C/O RESURGENT CAPITAL
SERVICES
PO BOX 19008
GREENVILLE, SC 29602

CREDITOR LISTING

SYNCHRONY FINANCIAL
PO BOX 965060
ORLANDO, FL 32896-5060

CREDITOR LISTING

VIVINT SOLAR
3301 N THANKSGIVING WAY,
SUITE 500
LEHI, UT 84043-4126