

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Onyinye Anyama Esq. (SBN: 262152) Anyama Law Firm   A Professional Law Corporation 18000 Studebaker Road, Suite 325 Cerritos, California 90703 Tel. (562) 645-4500; Fax: (562) 318-3669 E-mail: info@anyamalaw.com           <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor and Debtor in Possession	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re: CHARITY PRIME REALTY, INC.           Debtor(s).	CASE NO.: 2:24-bk-13284-SK CHAPTER: 11           <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> 11/20/2024	<b>Time:</b> 9:00 am
<b>Location:</b> CrtRm: 1575 255 E Temple St., Los Angeles, CA 90012	

**Type of Sale:**  Public  Private      **Last date to file objections:** \_\_\_\_\_

**Description of property to be sold:**  
 Residential real property located at: 4028 Kenway Avenue, Los Angeles, CA 90008

**Terms and conditions of sale:**  
 See attached Debtor's Motion for Order approving sale

**Proposed sale price:** \$2,900,000.00

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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):**

See attached Debtor's Motion for Order approving sale

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

See attached Debtor's Motion for Order approving sale

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

Onyinye Anyama Esq.  
Anyama Law Firm | A Professional Law Corporation  
18000 Studebaker Road, Suite 325  
Cerritos, California 90703  
Tel. (562) 645-4500; Fax: (562) 318-3669  
E-mail: info@anyamalaw.com

Date: 10/28/2024

# EXHIBIT "A"

1 Onyinye Anyama Esq. (SBN: 262152)  
2 **Anyama Law Firm | A Professional Law Corporation**  
3 18000 Studebaker Road, Suite 325  
4 Cerritos, California 90703  
5 Tel. (562) 645-4500; Fax: (562) 318-3669  
6 E-mail: info@anyamalaw.com

7 Counsel for Debtor and Debtor-in-Possession

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **LOS ANGELES DIVISION**

11 In re:

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13 **CHARITY PRIME REALTY, INC.**  
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Debtor-in-Possession

Chapter 11 Case

Case No.: 2:24-bk-13284-SK

**MOTION FOR ORDER APPROVING  
SALE OF REAL PROPERTY FREE AND  
CLEAR OF DESIGNATED LIEN,  
PROVIDING FOR OVERBIDS, AND FOR  
ANCILLARY RELIEF; MEMORANDUM  
OF POINTS AND AUTHORITIES;  
DECLARATIONS OF ONYINYE N.  
ANYAMA, JENERO JEFFERSON AND  
SHENOLL BAJRAMI IN SUPPORT  
THEREOF**

**HEARING**

Date: November 20, 2024

Time: 9:00 AM

Ctrm: 1575

Place: 255 E. Temple Street,  
Los Angeles, CA 90012

23 **TO THE HONORABLE SANDRA R. KLEIN, UNITED STATES BANKRUPTCY**  
24 **JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, TWENTY LARGEST**  
25 **UNSECURED CREDITORS, AND OTHER INTERESTED PARTIES:**

26 Debtor, Charity Prime Realty, Inc., the Debtor-in-possession in the above-entitled  
27 proceeding (“Debtor”), hereby moves the above entitled court for an order authorizing the sale of  
28

1 Debtor's real property located at: 4028 Kenway Ave, Los Angeles, CA 90008 and for related  
2 relief pursuant to 11 U.S.C. §363, as follows:

3 1. Approving the sale of the Estate's interest in the property to Tanya Griffin  
4 ("Buyer") for \$2,900,000.00, or the highest bidder, according to the terms and conditions set  
5 forth in the California Residential Purchase Agreement and Joint Escrow Instructions  
6 ("Purchase and Sale Agreement"). A True and Correct copy of the Purchase and Sale agreement  
7 is attached hereto as Exhibit "A".

8 2. Approving Debtor's proposed overbid procedures, as requested.

9 3. Authorizing Debtor's distribution of sales proceeds for the payment of the costs of  
10 sale (including real estate broker commissions); all liens, including amounts due on trust deeds,  
11 property taxes, and or homeowner association dues or fees, according to demand in escrow.  
12 Notwithstanding the foregoing, the sale is requested to be free and clear of all liens.

13 4. Authorizing Debtor to sign any and all documentation necessary and to undertake  
14 any non-material amendments and modifications necessary to complete the sale to the highest  
15 qualified bidder without further notice, hearing or Court Order.

16 This Motion is made on the basis that the property has been listed for sale and the Buyers  
17 have made an offer which Debtor believes to be within the range of reasonable values; the offer  
18 price will assist the Debtor in payment of some of his priority claims and the offer may be further  
19 tested by Debtor's proposed overbid procedures to ensure that the Estate gains the maximum  
20 value for the Property.

21 This Motion is based upon this Motion and the accompanying Notice of Motion, the  
22 incorporated Memorandum of Points and Authorities, the Declaration of Shenoll Bajrami as Real  
23 Estate Broker ("Broker"), and upon such other and further evidence as the Court may consider in  
24 connection with the hearing of this motion.

25 Dated: October 25, 2024,

26 ANYAMA LAW FIRM, A.P.C.

27 /s/Onyinye N. Anyama

28 Onyinye N. Anyama

Attorney for Debtor and Debtor in Possession

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2  
3 **I.**

4 **PROPERTY TO BE SOLD**

5 1. Debtor filed the instant Chapter 11 proceeding on April 29, 2024.

6 2. The Debtor owns the real property located at 4028 Kenway Ave, Los Angeles, CA  
7 90008 (“the Property”). The Property was scheduled to have a value of \$3,000,000.00 with  
8 \$2,012,539.44 in liens. True and correct copies of the Debtor’s schedule “A” containing said  
9 listing is attached hereto as Exhibit “B”. As set forth in the declaration of Debtor’s Real Estate  
10 Agent, Shenoll Bajrami (“Broker”), it is Broker’s opinion that the subject property is valued to  
11 its proximity adjacent to the neighborhood.

12 As evidenced by the attached declaration of Broker, and Debtor Charity Prime Realty,  
13 Inc. the Buyers are third party. Neither Broker nor Debtor have any relationship with or have had  
14 any prior dealings with the Buyers except to the extent of this sale transaction as reflected by the  
15 Purchase and Sale Agreement terms.

16 **II.**

17 **OFFER**

18 3. Debtor has received an offer from the Buyers to purchase the Property for  
19 \$2,900,000.00 subject to the following contingencies:

- 20 a. Buyers have made an Offer with the initial deposit of \$50,000.00; a financing  
21 loan (Buyer Finance Loan) of \$2,600,000.00 and the Balance of purchase price of  
22 \$250,000.00 to be deposited with Escrow Holder  
23  
24 b. Approval of the termite report and any physical inspection results  
25  
26 c. Approval of Title.  
27  
28 d. Broker’s employment application has been approved by this court (Docket No.  
43). The listing agreement provides for a 2% commission on the sale price to be  
split evenly between the listing and selling agent.

1 4. Debtor believes that a sale to the Buyers at the offer price will yield value by  
2 offsetting part of the debtor's priority claims projected as follows (subject to verification in  
3 escrow):

4		
5	<b>Offer:</b>	<b>\$ 2,900,000.00</b>
6		
7	<b>Less:</b>	
8	<b>Closing Costs:</b>	<b>(\$6,896.70)</b>
9	<b>Commission (2%)</b>	<b>(\$58,000.00)</b>
10	<b>Total Mortgage Liens</b>	<b>(\$2,012,539.44)</b>
11	<b>Los Angeles County (Property Tax)</b>	<b>(\$1,500.00)</b>
12	<b>Owner's Title Insurance</b>	<b>(\$5,136.00)</b>
13	<b>Gov Recording and Transfer Charges</b>	<b>(\$16,240.00)</b>
14	<b>Total Deductions:</b>	<b>(\$2,100,312.10)</b>
15	<b>Net Proceeds to Estate</b>	<b>\$799,687.90</b>
16		

17 5. Debtor proposes that the Buyers offer be subject to overbid, according to the  
18 procedures set forth below. The Purchase and Sale agreement includes provision for overbids or  
19 court approval of the sale transaction.

21 **III.**

22 **PROPOSED OVERBID PROCEDURES.**

23  
24 6. In order to obtain the highest and best offer for the benefit of the creditors of the  
25 Estate, Debtor proposes the Buyers' offer to be subject to overbid. Notice is being provided of  
26 the opportunity for overbidding to all interested parties in this matter and required Local Rule  
27 Form 6004-2 is being filed with the clerk.

28 7. Debtor requests that the Court approve the following overbid procedures:

- 1 a. Only qualified bidders may submit an overbid. A “qualified bidder” is one who  
2 provides evidence of available funds and/or prequalification for any loan upon  
3 which the bidder will rely in funding the bid, a financial statement, and such  
4 business and banking references as are required in Debtor’s reasonable discretion  
5 sufficient to assure Debtor of the bidder’s ability (based upon availability of  
6 financing, experience or other conditions) to consummate the purchase of the real  
7 property on the same terms and conditions, other than price, as those proposed in  
8 the purchase agreement.
- 9 b. Each bid must be non-contingent, and upon the same terms and conditions, other  
10 than the price, property to be sold “as is” as those proposed in the purchase  
11 agreement. Overbids will be evaluated based upon a baseline offer of  
12 \$2,900,000.00, assuming a full commission of 2%.
- 13 c. All Interested bidders must contact Debtor’s counsel no later than 7 days prior to  
14 the hearing scheduled for this motion and provide proof of funds and/or loan  
15 qualification to allow Debtor sufficient time to confirm that proof. Debtor’s  
16 counsel’s contact information is set forth on page 1 of this Motion.
- 17 d. The initial minimum overbid must be at least \$20,000.00 over the baseline offer of  
18 \$2,900,000.00. Subsequent bidding increments shall be \$5,000.00, or such  
19 increments as the court may establish.
- 20 e. A qualified bidder must agree to pay into escrow, in addition to the purchase price,  
21 an amount up to \$2,000.00 for the reimbursement of the actual case-related  
22 expenses of Buyers (including inspection and appraisal fees), pursuant to an  
23 appropriate demand and subject to Debtor’s review and approval prior to  
24 distribution.
- 25 f. A qualified bidder must be prepared to make an “earnest money” deposit of  
26 \$2,000.00 before confirmation of the sale by the court, said deposit shall become  
27 Non-refundable upon Court approval of sale to the qualified bidder. Debtor will  
28



1 not request confirmation of any bid without the deposit. Such payment to be by  
2 way of prior wire transfer to Debtor's Counsel's Trust Account or tender of a  
3 cashier's check to Debtor's Counsel no later than the commencement of bidding.  
4 g. A qualified bidder must be prepared to close escrow within sixty days following  
5 the hearing on the Motion, with the remaining sales proceeds transferred to escrow  
6 in time to confirm the funds before closing. All funds must be wire-transferred by  
7 arrangement with Debtor's counsel.

8 8. Appearance at the hearing may be in person or by telephone. The court's telephonic  
9 appearance procedures are attached hereto as Exhibit "C."

10 9. The foregoing procedures will provide for an orderly completion of the sale of the  
11 Property by permitting all Buyers to compete on similar terms and will allow interested parties  
12 and the Court to compare competing bids in order to realize the highest and best benefit to the  
13 Estate.  
14

#### 15 IV.

#### 16 **PROPOSED DISTRIBUTION OF SALE PROCEEDS.**

17 10. Debtor seeks authority for the distribution of the sales proceeds through escrow, as  
18 follows:

- 19 a. For normal closing costs.  
20  
21 b. For the payment of realtor's commissions to the Buyers' and seller's agents as  
22 proposed in the purchase agreement and as set forth above, or according to any  
23 approved overbid.  
24  
25 c. For the reimbursement of Buyers, in the case of a successful overbid, of actual  
26 case-related expenses, up to \$2,000.00 pursuant to an appropriate demand and  
27 subject to Debtor's review and approval prior to distribution.  
28

- 1 d. For the payment of real property taxes upon the Property according to the terms of  
2 the purchase agreement, pursuant to a demand in escrow, and subject to Debtor's  
3 review and approval prior to distribution.
- 4 e. For the payment of all valid liens against the Real Property, pursuant to a demand  
5 in escrow, and subject to Debtor's review and approval prior to the distribution.  
6 The Debtor's scheduled consensual liens is in favor of Velocity Commercial  
7 Capital Loan, LLC / PHH Mortgage Corporation with an estimated balance of  
8 approximately \$2,012,539.44. Debtor requests that the sale be free and clear of the  
9 liens pursuant to 363 (f)(3)(4)(5) in that the sale proceeds exceed the amount of the  
10 lien claims.
- 11 f. For such other unanticipated incidental or nominal items as may be necessary to  
12 close escrow on the Property, not to exceed an aggregate of \$2,000.00 pursuant to  
13 a demand in escrow and subject to Debtor's review and approval prior to  
14 distribution.  
15

16 **V.**

17 **BASIS FOR APPROVAL OF SALE.**

18  
19 11. 11 U.S.C §363(b)(1) provides that “[t]he trustee, after notice and a hearing, may  
20 use, sell, or lease, other than in the ordinary course of business, property of the estate.” The  
21 proposed sale is outside of the ordinary course of business, in that it is the sale of a significant  
22 asset of the Estate. A trustee must show that (1) a “sound business purpose justifies the sale”, (2)  
23 “accurate and reasonable notice” of the sale was provided; (3) the “price to be paid is adequate,  
24 *i.e.*, fair and reasonable”; (4) “Good Faith, *i.e.*, the absence of any lucrative deals with insiders, is  
25 present.” See In re Industrial Valley Refrig. & Air Cond. Supplies, Inc., 77 B.R. 15. 21 (Bankr.  
26 E.D. Pa 1987). 11 U.S.C §1107 affords such authority to Debtor-in-Possession.

27 The proposed sale of the real property conforms to each of those requirements. There is a  
28 sound business purpose in that the sale of the Real Property will allow a distribution to creditors,

1 which is Debtor's objective and responsibility; the proposed sale price represents the best price  
2 obtained by listing the Real Property on the open market. Notice of the offer is being provided to  
3 all creditors and pursuant to the notice afforded by Local Rule Form 6004-2. Debtor has  
4 proposed an overbid procedure which will provide for the Estate to receive the highest and best  
5 value of the Property.

6 **VI.**

7 **OVERBID PROCEDURES**

8  
9 12. Pursuant to 11 U.S.C. §105(a), "[t]he court may issue any order, process or  
10 judgment that is necessary or appropriate to carry out the provisions of this title." This would  
11 include entering an order establishing terms and conditions for sale such as the overbid  
12 procedures. *In re Crown Corporation*, 679 F.2d 774 (9<sup>th</sup> Cir.1982). *The overbid procedures*  
13 *proposed herein will ensure that the Property will generate the greatest possible value to the*  
14 *Estate. They also place appropriate checks upon overbidders to ensure that only qualified bids*  
15 *are considered.*

16  
17 In light of the foregoing, movant respectfully requests the court approve the above  
18 referenced sale as requested or upon such terms as the Court deems appropriate. That the sale be  
19 free and clear of the liens as set forth in this motion. Further, that the requested distributions by  
20 escrow be authorized and such further Orders as the Court deems most appropriate.

21 Dated: October 25, 2024

ANYAMA LAW FIRM, A.P.C.

22 /s/Onyinye N. Anyama

23 Onyinye N. Anyama  
24 Attorney for Debtor and Debtor in Possession

**DECLARATION OF ONYINYE N. ANYAMA**

I, Onyinye N. Anyama, declare as follows:

1. I am an attorney at law, qualified to practice in all courts of the States of California, and before the United States District Court for the Central District of California. I am the principal attorney of Anyama Law Firm; 18000 Studebaker Road, Suite 325, Cerritos, Ca 90703. I am the debtor and debtor-in-possession's counsel in the above referenced chapter 11 case.

2. I have personal knowledge of the matters set forth in this declaration, except were stated upon information and belief, and as to such statements, if believe them to be true. Unless the context indicates otherwise, capitalized terms herein shall have the meaning as defined in the Application.

3. I submit this declaration in support of the Debtor's Motion for Order (1) authorizing sale of the real property pursuant to 11 U.S. C. §363(b) re: 4028 Kenway Avenue, Los Angeles, CA 90008.

4. Administrative Debts: Assuming the sale is approved, and the Debtor's Chapter 11 Bankruptcy is confirmed, Debtor will incur administrative debts in relation to the bankruptcy case and the sale of the property. Debtors estimate that they will incur professional fees and expenses in the estimated amount of \$12,000.00, plus fees payable to the United States Trustee. Debtor, by this motion seeks authorization to make part of these payments from the sale proceeds without further order of Court.

5. Proceeds of Sale: The proposed purchase price ("the purchase price") under the Purchase Agreement is \$2,900,000.00 for the Property to be paid in cash at the closing. The Debtors and the Buyers have negotiated and entered into an agreement (the "Agreement") to sell the Property (the "Proposed Sale").

6. Disposition of Proceeds: To the best of declarant's knowledge, assuming the Sale is approved and consummated, the likely distribution of proceeds will be as follows: The Secured Claim of Velocity Commercial Capital Loan, LLC / PHH Mortgage Corporation will be paid in full, costs of Sale including broker's commission (2%), administrative fees and Property Taxes.

1 The Debtor seeks authorization to disburse the sale proceeds to make these payments without  
2 further order of the Court.

3 I declare under penalty of perjury under the laws of the United States of America that the  
4 foregoing is true and correct and that this Declaration was executed on October 25, 2024 at  
5 Cerritos, California.

6 Onyinye N. Anyama

7  
8 /s/Onyinye N. Anyama  
9 Attorney for Debtor-in-Possession  
10 And Declarant  
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**DECLARATION OF JENERO JEFFERSON FOR DEBTOR**

I, Jenero Jefferson in representation of Charity Prime Realty, Inc. declare as follows:

1. I am the Principal of Charity Prime Realty, Inc. (the "Debtor") in the instant bankruptcy case. I make this declaration in support of the Motion to Sell Real Property Pursuant to 11 U.S.C. § 363(f) (the "Motion"). I know each of the facts of my own personal knowledge, except as otherwise stated, and, if called as a witness, I could and would competently testify with respect thereto.

2. The instant case was filed on or about April 29, 2024.

3. Neither I, nor the debtor, nor any person connected with the debtor have relationship with the Buyers and have had no prior dealings with them. Rather, the relationship is limited exclusively to the present sale transaction as set forth in the Real Estate Purchase and Sale Contract.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 25<sup>th</sup> Day of October 2024 at Cerritos, California.

  
\_\_\_\_\_  
Jenero Jefferson  
Principal for Debtor and Declarant

**DECLARATION OF SHENOLL BAJRAMI**

I, Shenoll Bajrami, declare as follows:

1. I am a real estate broker licensed to practice in the State of California.
2. I am acquainted with Charity Prime Realty, Inc. and Jennero Jefferson only from the proceeding to which this declaration relates. I have no relationship nor affiliation of any kind with the Debtor except as a Real Estate broker,
3. My employment application has been approved by this court. The listing agreement provides for a 2% commission on the sale price to be split evenly between the listing and selling agent.
4. The Real Property has a scheduled value of \$3,000,000.00. A true and correct copy of the Debtor's schedule is attached as Exhibit "B."
5. In my opinion, the Buyers' offer is the best offer received by the Agent to date. Moreover, the proposed overbid procedures will ensure that the Properties are sold for the best and highest price. My office will send a copy of the notice of the hearing on the Motion to all parties who have previously expressed an interest in the Property.
6. There are no current overbids at this time.
7. The current buyer, Tanya Griffin is aware that the real property is being sold as is and is part of a bankruptcy estate and that the sale is subject to approval from the bankruptcy court and the overbid procedures.

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

Executed on this 25<sup>th</sup> day of October 2024, at Cerritos, California.

  
Shenoll Bajrami  
Real Estate Broker

# EXHIBIT "A"





CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. FORM RPA, Revised 7/24)

Date Prepared: October 16, 2024

1. OFFER:

- A. THIS IS AN OFFER FROM Tanya Griffin ("Buyer").
B. THE PROPERTY to be acquired is 4028 Kenway Ave, Los Angeles (City), Los Angeles (County), California, 90008 (Zip Code), Assessor's Parcel No(s) (Property).
C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.
Seller's Brokerage Firm Sense Mortgage License Number 02216610
Is the broker of (check one): [ ] the Seller; or [ ] both the Buyer and Seller (Dual Agent).
Seller's Agent Shenoll Bajrami License Number 02216610
Is (check one): [ ] the Seller's Agent. (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm Pacific Playa Realty License Number 01898459
Is the broker of (check one): [ ] the Buyer; or [ ] both the Buyer and Seller (Dual Agent).
Buyer's Agent Brian Jefferson License Number 02024288
Is (check one): [ ] the Buyer's Agent (Salesperson or broker associate); or [ ] both the Buyer's and Seller's Agent (Dual Agent).
C. More than one Brokerage represents [ ] Seller, [ ] Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a [X] "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Table with 5 columns: Paragraph #, Paragraph Title or Contract Term, Terms and Conditions, Additional Terms. Rows include Purchase Price (\$2,900,000.00), Close Of Escrow (COE), Expiration of Offer, Initial Deposit Amount, Loan Amount(s) (\$2,600,000.00), Additional Financed Amount, Occupancy Type, and Balance of Down Payment (\$250,000.00).

Buyer's Initials TG Seller's Initials CRB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)

Paragraph #	Paragraph Title or Term	Time and Conditions	Additional Terms
G(1)	5E Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ ( _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____		
G(3)	18	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).	
H(1)	5B Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank		
J	16 Final Verification of Condition	5 (or _____) Days prior to COE	
K	23 Assignment Request	17 (or _____) Days after Acceptance	
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES
L(1)	8A Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12 Investigation of Property	17 (or _____) Days after Acceptance	<b>REMOVAL OR WAIVER OF CONTINGENCY:</b> Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I. <input type="checkbox"/> CR-B attached
	Informational Access to Property	17 (or _____) Days after Acceptance	
	Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.		
L(4)	8D Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 14A Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6) Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K Sale of Buyer's Property	Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
M	Possession		Time for Performance
M(1)	Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	Seller shall disclose if occupied by anyone other than Seller, and attach TOPA in a counter offer if not part of Buyer's offer.
N	Documents/Fees/Compliance		Time for Performance
N(1)	14A Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2) Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1) Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32 Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank		



P		Items Included and Excluded		
P(1)	9	<b>Items Included - All items specified in Paragraph 9B are included and the following, if checked:</b> <input type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); Additional Items Included: <input type="checkbox"/> _____ <input type="checkbox"/> _____		
P(2)		<b>Excluded Items:</b> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____		
<b>Q Allocation of Costs</b>				
Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms	
Q(1)	10A, 11A Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ _____ <input checked="" type="checkbox"/> Provided by: <b>*MyNHD **Best Value**</b>	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____	
Q(2)	Optional Wildfire Disclosure Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Provided by: _____		
Q(3)	(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(4)	10B(1) Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(5)	10A 10B(2) Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(6)	10B(2) Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(7)	19B Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Escrow Holder: <b>Team LA</b>	<input checked="" type="checkbox"/> Each to pay their own fees	
Q(8)	13 Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ Title Co. (If different from Escrow Holder): _____		
Q(9)	Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.	
Q(10)	County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(11)	City transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(12)	11L(2) HOA fee for preparing disclosures	Seller		
Q(13)	HOA certification fee	Buyer		
Q(14)	HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.	
Q(15)	Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____		
Q(16)	_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(17)	_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____		
Q(18)	10C Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ _____	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ Issued by: <b>*Old Republic Home Protection</b> <input type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____	
R	OTHER TERMS: _____ _____ _____			



4. **PROPERTY ADDENDA AND ADVISORIES:** This Agreement is subject to the terms contained in the Addenda checked below:
- Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
  - Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
  - Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
  - Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
  - Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
  - Mixed Use Purchase Addendum (C.A.R. Form MU-PA)  Other \_\_\_\_\_
- B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
- Addendum # \_\_\_\_\_ (C.A.R. Form ADM)  Short Sale Addendum (C.A.R. Form SSA)
  - Back Up Offer Addendum (C.A.R. Form BUO)  Court Confirmation Addendum (C.A.R. Form CCA)
  - Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
  - Buyer Intent to Exchange Addendum (C.A.R. Form BXA)  Seller Intent to Exchange Addendum (C.A.R. Form SXA)
  - Other \_\_\_\_\_  Other \_\_\_\_\_
- C. **BUYER AND SELLER ADVISORIES:** (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)
- Buyer's Investigation Advisory (C.A.R. Form BIA)
  - Wire Fraud Advisory (C.A.R. Form WFA)
  - Wildfire Disaster Advisory (C.A.R. Form WFDA)
  - Trust Advisory (C.A.R. Form TA)
  - REO Advisory (C.A.R. Form REO)
  - Other \_\_\_\_\_
  - Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
  - Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
  - Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
  - Short Sale Information and Advisory (C.A.R. Form SSIA)
  - Probate Advisory (C.A.R. Form PA)
  - Other \_\_\_\_\_

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. **DEPOSIT:**
- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
  - (2) **INCREASED DEPOSIT:** Increased deposit specified in paragraph 3D(2) is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
  - (3) **RETENTION OF DEPOSIT:** Paragraph 26, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.
- B. **ALL CASH OFFER:** If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.
- C. **LOAN(S):**
- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(1).
  - (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
  - (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
  - (4) **FHA/VA:** If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.
- D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, 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 any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller 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.

6. **ADDITIONAL FINANCING TERMS:**
- A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
  - B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) 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 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.



C. BUYER STATED FINANCING: Seller shall provide 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 specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence (see paragraph 3E(3)), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within 3 Days after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.

B. CONDITION OF PROPERTY ON CLOSING:

Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; (iii) Except as specified in paragraph 9C, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

D. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

E. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR-B form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). 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 and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR-B form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) Fair Appraisal Act: See paragraph 29 for additional information.

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See paragraph 12.

D. INSURANCE: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.



E. REVIEW OF SELLER DOCUMENTS: Title Company is, as specified in paragraph 3L(5), contingent upon Buyer's review and approval of Seller's documents required in paragraph 14A.

F. TITLE: (1) This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 13G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements. (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11L ("CI Disclosures").

H. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(8), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(8), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

I. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does not remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.

J. REMOVAL OF CONTINGENCY OR CANCELLATION: (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement. (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement. (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

K. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(9).

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE: (1) All EXISTING fixtures and fittings that are attached to the Property; (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing at the time of Acceptance.

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.

(3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not.

(4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.

(5) Non-Dedicated Devices: If checked in paragraph 3P, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.

(6) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.



- (7) Seller represents that all items included in this Agreement, unless otherwise agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) 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; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.
- 10. ALLOCATION OF COSTS:**
- A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in paragraph 3N(1).
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4) and paid by the Party specified in paragraph 3Q(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in paragraphs 3Q(5) and 3Q(6). Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, 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.
- (3) **REINSPECTION FEES:** If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee, if Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- C. HOME WARRANTY:**
- (1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in paragraph 3Q(18). Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.
- (2) If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.
- 11. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**
- (1) Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 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 (C.A.R. Form 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), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).
- (2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, 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 Agent.
- (3) Seller shall, within the time specified in paragraph 3N(1), provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.



- (4) In the event Seller or Seller's Agent becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- B. LEAD DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.
- F. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(5) OR 5 Days** after Delivery of any disclosures specified in **paragraphs 11A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- G. TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- H. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- I. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 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](http://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 Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- J. 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 Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- K. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1980, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).





- (2) If the Property is a condominium, townhome, or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee as specified in paragraph 3Q(12) for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- M. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- N. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:** For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.
- O. KNOWN MATERIAL FACTS AND DEFECTS:** Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- 12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B.** Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
- (A) A general home inspection.
- (B) An inspection for lead-based paint and other lead-based paint hazards.
- (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
- (D) Any other specific inspections of the physical condition of the land and improvements.
- (2) Investigation of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C.** Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D.** Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- 13. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(8). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.



- F. Buyer shall, after Close Of Escrow, execute a grant of the conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.
- 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-B, CR-S or CC).
  - A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 11O, 13A, 13D, and 32.
  - B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
    - (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), 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 Other Disclosures Delivered by Seller in accordance with paragraph 11.
    - (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
    - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11G.
    - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 14C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to paragraph 14C(1).
  - C. **SELLER RIGHT TO CANCEL:**
    - (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
    - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, 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 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(4) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8H; (vii) Return Statutory and Other Disclosures as required by paragraph 11F; (viii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 13E; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 26; (x) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 32; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
    - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
  - D. **BUYER RIGHT TO CANCEL:**
    - (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
    - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
    - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.



- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 14G**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. **EFFECT OF REMOVAL OF CONTINGENCIES:**
  - (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, 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 the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. **DEMAND TO CLOSE 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 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- 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 and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **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 which Party is entitled to the deposited funds (Civil Code § 1057.3).** Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 15. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. 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. Buyer acknowledges 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.
- 16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments to third parties, HOA regular assessments due 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. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. 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 or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and 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). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY 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 AND AGENTS:**
  - 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. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the written portion of the compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.



- B. **SCOPE OF DUTY:** Buyer and Seller and the Broker do not agree that Agent: (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 Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
19. **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, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 31, 32, 33, and 34. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A is deposited with Escrow Holder by Agent, 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.
  - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. 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 shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall 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 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
  - C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. 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 a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11H, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11H.
  - D. Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, 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). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. 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.
  - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
  - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (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.
  - G. 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.
20. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
21. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted 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. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
22. **ATTORNEY FEES AND COSTS:** 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 27A.



23. **ASSIGNMENT/NOMINATION:** Buyer shall assign to Seller its interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, 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. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within **1 Day** after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
24. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
25. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
  - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
  - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
  - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
  - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
  - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
  - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
  - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
  - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 8700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
  - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
  - K. **"Deliver"**, **"Delivered"** or **"Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
  - L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. 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.
  - M. **"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.
  - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 33** or **paragraph 34**.
  - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
  - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - Q. **"Sign"** or **"Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.



26. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to 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. 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 DID).

Buyer's Initials TE

Seller's Initials CR1

27. MEDIATION:

- A. 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. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://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 Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. 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.
- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 28B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 28C; and (iii) Agent's rights and obligations are further specified in paragraph 28D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

28. ARBITRATION OF DISPUTES:

- A. 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 Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. 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. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. 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.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) 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.
- C. 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, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "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 TE

Seller's Initials CR1



33. OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B.  **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
  - (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 32 for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
  - (4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
  - B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
  - (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

C. The RPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **BUYER SIGNATURE(S):**  
 (Signature) By, \_\_\_\_\_ Date: 10-16-24  
 Printed name of BUYER: Tanya Griffin  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of BUYER: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

34. ACCEPTANCE

- A. **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 Agent to Deliver a Signed Copy to Buyer. **Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.** Seller shall return and include the entire agreement with any response.
  - Seller Counter Offer (C.A.R. Form SCO or SMCO)
  - Back-Up Offer Addendum (C.A.R. Form BUO)

- B.  **ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
  - (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
  - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 32 for additional terms.
  - (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
  - (4) A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
  - B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
  - (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

C. The RPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **SELLER SIGNATURE(S):**  
 (Signature) By, \_\_\_\_\_ Date: 10/16/2024  
 Printed name of SELLER: Charity Prime Realty  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name of SELLER: \_\_\_\_\_  
 Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**OFFER NOT ACCEPTED:** \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)  
 Seller's Initials



**REAL ESTATE BROKERS SECTION**

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Pacific Playa Realty DRE Lic. # 01898459  
 By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 By Brian Jefferson DRE Lic. # 02024288 Date \_\_\_\_\_  
 Address 883 N Douglas St City Los Angeles State CA Zip 90245  
 Email brianxj.1986@gmail.com Phone # \_\_\_\_\_

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or \_\_\_\_\_  
 Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm Sense Mortgage DRE Lic. # 02216610  
 By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 By Shenoll Bajrami DRE Lic. # 02216610 Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email \_\_\_\_\_ Phone # \_\_\_\_\_

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or \_\_\_\_\_  
 Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials TG / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), Counter Offer numbers \_\_\_\_\_ and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.  
 Escrow Holder is advised by \_\_\_\_\_ that the date of Acceptance of the Agreement is \_\_\_\_\_  
 Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone/Fax/E-mail \_\_\_\_\_  
 Escrow Holder has the following license number # \_\_\_\_\_  
 Department of Financial Protection and Innovation,  Department of Insurance,  Department of Real Estate.

**PRESENTATION OF OFFER:** \_\_\_\_\_ / \_\_\_\_\_ Seller's Brokerage Firm presented this offer to Seller on \_\_\_\_\_ (date).  
 Agent or Seller Initials



# EXHIBIT "B"

**Fill in this information to identify the case:**

Debtor name Charity Prime Realty, Inc.

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 2:24-bk-13284-SK

Check if this is an amended filing

## Official Form 206A/B Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

**Part 1: Cash and cash equivalents**

1. Does the debtor have any cash or cash equivalents?

- No. Go to Part 2.  
 Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

3. **Checking, savings, money market, or financial brokerage accounts** (*Identify all*)

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number
--	-----------------	---------------------------------

<b>City Bank</b>			
3.1. <b>Account Number: ...3095</b>	<b>Business Checking</b>	<b>3095</b>	<b>\$2,872.00</b>

4. **Other cash equivalents** (*Identify all*)

5. **Total of Part 1.**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

**\$2,872.00**

**Part 2: Deposits and Prepayments**

6. Does the debtor have any deposits or prepayments?

- No. Go to Part 3.  
 Yes Fill in the information below.

**Part 3: Accounts receivable**

10. Does the debtor have any accounts receivable?

- No. Go to Part 4.  
 Yes Fill in the information below.

**Part 4: Investments**

13. Does the debtor own any investments?

- No. Go to Part 5.

Debtor Charity Prime Realty, Inc.  
Name

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Yes Fill in the information below.

**Part 5: Inventory, excluding agriculture assets**

18. Does the debtor own any inventory (excluding agriculture assets)?

No. Go to Part 6.  
 Yes Fill in the information below.

**Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)**

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

No. Go to Part 7.  
 Yes Fill in the information below.

**Part 7: Office furniture, fixtures, and equipment; and collectibles**

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

No. Go to Part 8.  
 Yes Fill in the information below.

**Part 8: Machinery, equipment, and vehicles**

46. Does the debtor own or lease any machinery, equipment, or vehicles?

No. Go to Part 9.  
 Yes Fill in the information below.

**Part 9: Real property**

54. Does the debtor own or lease any real property?

No. Go to Part 10.  
 Yes Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building, if available).	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1. <u>4313 Hoen Avenue Santa Rosa, CA 95405</u>	<u>Rental Property</u>	<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$900,000.00</u>
55.2. <u>130 Anna Dr Windsor, CA 95492</u>	<u>Rental Property</u>	<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$900,000.00</u>
55.3. <u>4028 Kenway Ave Los Angeles, CA 90008</u>	<u>Rental Property</u>	<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$3,000,000.00</u>

Debtor Charity Prime Realty, Inc. Case number (If known) 2:24-bk-13284-SK  
Name

55.4.	<u>1642 6th Ave Los Angeles, CA 90019</u>	<u>Rental Property</u>	<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$2,000,000.00</u>
55.5.	<u>1811 W 41st Drive Los Angeles, CA 90062</u>		<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$720,000.00</u>
55.6.	<u>5035 S. Verdun Ave Los Angeles, CA 90043</u>		<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$1,550,000.00</u>
55.7.	<u>5317 Valley Ridge Ave Los Angeles, CA 90043</u>		<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$1,197,500.00</u>
55.8.	<u>5739 Chesley Ave Los Angeles, CA 90042</u>		<u>\$0.00</u>	<u>Comparable sale</u>	<u>\$827,000.00</u>

56. **Total of Part 9.** **\$11,094,500.00**  
Add the current value on lines 55.1 through 55.6 and entries from any additional sheets.  
Copy the total to line 88.

57. **Is a depreciation schedule available for any of the property listed in Part 9?**  
 No  
 Yes

58. **Has any of the property listed in Part 9 been appraised by a professional within the last year?**  
 No  
 Yes

**Part 10: Intangibles and intellectual property**

59. **Does the debtor have any interests in intangibles or intellectual property?**

- No. Go to Part 11.
- Yes Fill in the information below.

**Part 11: All other assets**

70. **Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

- No. Go to Part 12.
- Yes Fill in the information below.

Debtor Charity Prime Realty, Inc.  
Name

Case number (If known) 2:24-bk-13284-SK

**Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. <b>Cash, cash equivalents, and financial assets.</b> <i>Copy line 5, Part 1</i>	<u>\$2,872.00</u>	
81. <b>Deposits and prepayments.</b> <i>Copy line 9, Part 2.</i>	<u>\$0.00</u>	
82. <b>Accounts receivable.</b> <i>Copy line 12, Part 3.</i>	<u>\$0.00</u>	
83. <b>Investments.</b> <i>Copy line 17, Part 4.</i>	<u>\$0.00</u>	
84. <b>Inventory.</b> <i>Copy line 23, Part 5.</i>	<u>\$0.00</u>	
85. <b>Farming and fishing-related assets.</b> <i>Copy line 33, Part 6.</i>	<u>\$0.00</u>	
86. <b>Office furniture, fixtures, and equipment; and collectibles.</b> <i>Copy line 43, Part 7.</i>	<u>\$0.00</u>	
87. <b>Machinery, equipment, and vehicles.</b> <i>Copy line 51, Part 8.</i>	<u>\$0.00</u>	
88. <b>Real property.</b> <i>Copy line 56, Part 9.....&gt;</i>		<u>\$11,094,500.00</u>
89. <b>Intangibles and intellectual property.</b> <i>Copy line 66, Part 10.</i>	<u>\$0.00</u>	
90. <b>All other assets.</b> <i>Copy line 78, Part 11.</i>	+ <u>\$0.00</u>	
91. <b>Total.</b> Add lines 80 through 90 for each column	<u>\$2,872.00</u>	+ 91b. <u>\$11,094,500.00</u>
92. <b>Total of all property on Schedule A/B.</b> Add lines 91a+91b=92		<u>\$11,097,372.00</u>

# EXHIBIT "C"

## NOTICE OF TELEPHONIC AND VIDEO APPEARANCE PROCEDURES FOR JUDGE SANDRA R. KLEIN'S CASES

(Updated 12/10/21)

Due to the ongoing COVID-19 Pandemic, Judge Klein will continue to hold all hearings, including chapter 13 confirmation hearings, remotely until further notice. Hearings will be held via ZoomGov. The first page of Judge Klein's publicly posted hearing calendar will provide video and audio connection information for the hearings. The calendar can be accessed at the following web address: <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/> (Click on the "Select Judge" tab on the upper left side of the screen and select Judge Klein).

You may appear by video and audio via ZoomGov using a personal computer (equipped with camera, microphone and speaker), or a handheld mobile device (such as an iPhone and/or Android phone). Alternatively, you may participate by ZoomGov via audio only by using a telephone (standard telephone charges may apply). Neither a Zoom account nor a ZoomGov account are necessary to participate and no pre- registration is required. The audio portion of each hearing will be recorded electronically by the Court and constitute its official record.

### Tips for a Successful ZoomGov Court Experience

1. Test the video and audio capabilities of your computer or mobile device before the hearing (i.e., at least one day in advance).
  - a. You can do this by clicking on the ZoomGov meeting link posted for the hearing and/or check your video and audio using the ZoomGov app.
2. If you intend to speak during the hearing, please find a quiet place from which to participate.
3. If you are connecting to a hearing using a wireless device, make sure to have a strong wireless signal.
4. Until your matter is called, please turn off your video and mute your audio to minimize distractions and background noise.
  - a. If you are connecting to ZoomGov by video, you can turn your video on/off by clicking on the video camera on the lower left side of the screen and mute/unmute your audio by clicking on the microphone on the lower left side of your screen.
  - b. If you are connecting to ZoomGov by telephone, you can mute or unmute your connection by pressing \*6 on your phone.

5. If you are participating via video:
  - a. Please change your Zoom screen name to include your calendar number, your first initial and last name, and your client's name in parentheses (e.g., 1, R. Jones (ABC Corp.)). You can change your Zoom screen name by moving the cursor over the upper right corner of your video tile, clicking on “. . .” and then clicking on “rename.”
    1. If you are appearing on more than one matter, after your first matter is finished, please change your screen name to reflect the next matter on which you will appear.
  - b. Please wear attire consistent with the decorum of court proceedings.
  - c. If you choose to use a virtual background, please avoid backgrounds that are offensive or distracting.
  - d. Try to avoid having a window or bright background behind you. Otherwise, you may appear on video as a shadow. If you cannot avoid a bright background, a desk lamp or other light source might help to brighten your face.
6. When you first speak—and each time you speak after someone else has spoken—please say your name. This is essential to make a good court record. The only part of the hearing being recorded is the audio. If a transcript is requested, it is sometimes difficult for the transcriber to know who is speaking.
7. If available, a headset-microphone often provides better sound quality for listening and speaking.
8. Participants and members of the public should remember that although conducted remotely, ZoomGov hearings are official court proceedings, and individuals should act accordingly.



In re: <b>Charity Prime Realty, Inc.</b>  Debtor(s).	CHAPTER: 11 CASE NUMBER: <b>2:24-bk-13284-SK</b>
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### 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:  
**18000 Studebaker Rd.  
Suite 325  
Cerritos, CA 90703**

A true and correct copy of the foregoing document entitled (*specify*): **MOTION FOR ORDER APPROVING SALE OF REAL PROPERTY FREE AND CLEAR OF DESIGNATED LIEN, PROVIDING FOR OVERBIDS, AND FOR ANCILLARY RELIEF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF ONYINYE N. ANYAMA, JENERO JEFFERSON AND SHENOLL BAJRAMI IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **10/30/2024**, 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:

- Onyinye N Anyama**      onyi@anyamalaw.com,  
anyamainfo@gmail.com;info\_anyama@ecf.courtdrive.com;r44596@notify.bestcase.com
- Mitchell B Ludwig**      mbl@kpclegal.com, kad@kpclegal.com
- Ron Maroko**              ron.maroko@usdoj.gov
- Brett Ramsaur**            brett@ramsaurlaw.com, alecia@ramsaurlaw.com;paralegal@ramsaurlaw.com
- United States Trustee (LA)**    ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On **10/28/2024**, 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.

**HONORABLE SANDRA R. KLEIN  
U.S. BANKRUPTCY JUDGE  
255 E Temple St. Suite 1582  
Los Angeles, CA 90012**

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 \_\_\_\_\_, 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.

Service information continued on attached page

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

<b>10/30/2024</b>	<b>Karina Ruiz</b>	<b>/s/Karina Ruiz</b>
<i>Date</i>	<i>Printed Name</i>	<i>Signature</i>

In re: <b>Charity Prime Realty, Inc.</b>	Debtor(s).	CHAPTER 11 CASE NUMBER <b>2:24-bk-13284-SK</b>
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**ADDITIONAL SERVICE LIST:**

1 Sharpe Opportunity Intermediate Trust, a Delaware  
c/o Mitchell B. Ludwig, Esq.  
550 N. Brand Blvd., Ste. 1500  
Glendale, CA 91203

Assured Lende Services, Inc.  
111 Pacifica  
Suite 140  
Irvine, CA 92618

Brett H. Ramsaur  
Ramsaur Law Office  
3070 Bristol St., Suite 640  
Costa Mesa, CA 92626

FCI Loan Servicing  
8180 E Kaiser Blvd  
Anaheim, CA 92808

Forever Sarahs Elderly Care  
4313 Hoen Ave  
Santa Rosa, CA 95405

Forever Sarahs Elderly Care  
130 Anna Drive  
Windsor, CA 95492

INTERNAL REVENUE SERVICE  
P.O. BOX 7346  
PHILADELPHIA, PA 19101-7346

Los Angeles County Treasurer and  
Tax Controller  
225 N. Hill Street, First Floor  
Los Angeles, CA 90012

Michael Scannel  
2540 Corporate Place  
Suite B108  
Monterey Park, CA 91754

Midland Mortgage  
501 NW Grand Blvd  
Suite 600  
Oklahoma City, OK 73118

Mindful Growth Care Homes  
1642 6th Ave  
Los Angeles, CA 90019

Mindful Growth Care Homes  
4028 Kenway Ave

In re: <b>Charity Prime Realty, Inc.</b>	Debtor(s).	CHAPTER 11 CASE NUMBER <b>2:24-bk-13284-SK</b>
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Los Angeles, CA 90008

Mitchell B. Ludwig  
KNAPP, PETERSEN & CLARKE  
550 N. Brand Boulevard, Suite 1500  
Glendale, CA 91203-1922

PennyMac Mortgage  
P.O. Box 30597  
Los Angeles, CA 90030-0597

PHH Mortgage  
P.O. 24738  
West Palm Beach, FL 33416

Teddy Randle  
3681 Crenshaw Blvd  
Los Angeles, CA 90016

In re: <b>Charity Prime Realty, Inc.</b>  Debtor(s).	CHAPTER: <b>11</b> CASE NUMBER: <b>2:24-bk-13284-SK</b>
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### 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:  
**18000 Studebaker Rd.  
Suite 325  
Cerritos, CA 90703**

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 **10/30/2024**, 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:

- Onyinye N Anyama**      onyi@anyamalaw.com,  
anyamainfo@gmail.com;info\_anyama@ecf.courtdrive.com;r44596@notify.bestcase.com
- Mitchell B Ludwig**      mbl@kpclegal.com, kad@kpclegal.com
- Ron Maroko**              ron.maroko@usdoj.gov
- Brett Ramsaur**            brett@ramsaurlaw.com, alecia@ramsaurlaw.com;paralegal@ramsaurlaw.com
- United States Trustee (LA)**    ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On **10/28/2024**, 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.

**HONORABLE SANDRA R. KLEIN  
U.S. BANKRUPTCY JUDGE  
255 E Temple St. Suite 1582  
Los Angeles, CA 90012**

Service information continued on attached page

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Service information continued on attached page

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

<u>10/30/2024</u> Date	<u>Karina Ruiz</u> Printed Name	<u>/s/Karina Ruiz</u> Signature
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In re: <b>Charity Prime Realty, Inc.</b>	Debtor(s).	CHAPTER 11 CASE NUMBER <b>2:24-bk-13284-SK</b>
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P.O. BOX 7346  
PHILADELPHIA, PA 19101-7346

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Tax Controller  
225 N. Hill Street, First Floor  
Los Angeles, CA 90012

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Suite B108  
Monterey Park, CA 91754

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501 NW Grand Blvd  
Suite 600  
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Los Angeles, CA 90019

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