Case	2:16-bk-21836-BR Doc 121 Filed 05/2 Main Document	12/17 Entered 05/12/17 17:48:48 Desc Page 1 of 14
1 2 3 4 5 6 7 8	Giovanni Orantes, SBN 190060 THE ORANTES LAW FIRM, P.C. 3435 Wilshire Blvd. Suite 2920 Los Angeles, CA 90010 Telephone: (213) 389-4362 Facsimile: (877) 789-5776 go@gobklaw.com General Insolvency Counsel for Debtor and Debtor-in-Possession, Abraham Berookhim	S BANKRUPTCY COURT
	CENTRAL DIS	TRICT OF CALIFORNIA
10	LOS AN	GELES DIVISION
11		
12	In re:	Case No. 2:16-bk-21836-BR
13	ABRAHAM BEROOKHIM,	
14		Chapter 11
15	Debtor and Debtor-in- Possession.	NOTICE OF MOTION AND AMENDED MOTION FOR ORDER APPROVING SALE OF
16 17		DEBTOR'S SANTA MONICA REAL PROPERTY FREE & CLEAR OF LIENS,
18		CLAIMS, & INTERESTS PURSUANT TO 11 U.S.C. § 363; SUPPORTING MEMORANDUM AND DECLARATIONS
19		[FORM F 6004.2.NOTICE.SALE TO BE FILED
20		WHEN A HEARING IS SET]
21		Date: TBD Time: TBD
22		Place: 1668 255 East Temple Street
23		Los Angeles, CA 90012
24	TO THE HONORABLE BARRY	RUSSELL, U. S. BANKRUPTCY JUDGE, THE
25	UNITED STATES TRUSTEE'S OFFICE	C, AND ALL PARTIES-IN-INTEREST:
26	PLEASE TAKE NOTICE THAT A	Abraham Berookhim, the Debtor and Debtor-in-
27	Possession (the "Debtor"), on TBD in Court	room 1668 of the United States Bankruptcy Court,
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Central District of California, 255 East Temple Street, Los Angeles, California, will and do hereby moves the court for an Order authorizing the Sale of Estate Property of the Debtor, real property at 609 10th Street, Santa Monica, California (the "Property") free and clear of liens, claims and interests.

The motion is made on the primary grounds that the sale meets the requirements of Bankruptcy Code section 363, subsection (b), in that the Debtors propose to sell "other than in the ordinary course of business, property of the estate" (11 U.S.C. section 363(b)) "free and clear of any interest in such property of an entity other than the estate . . . [and] (2) such entity consents" (11 U.S.C. section 363(f)). In addition, the sale resolves the Claim and objection of the only unsecured creditor participating in this case.

In addition, the sale is in the best interest of the estate because the Property is expensive to manage and to service the consensual liens secured by it and is not likely to be sold for a higher price and sale would reduce the debt that would require administration within the estate.

The motion is based upon the accompanying Memorandum of Points and Authorities and supporting declarations, all pleadings, papers and records on file with the court, and such other evidence, oral or documentary, as may be presented to the court at the time of the hearing on this matter.

PLEASE TAKE FURTHER NOTICE of the following, stated in accordance with Local Rule 6004-1:

- (A) The date, time, and place of the hearing on the proposed sale of the Property:
 TBD in Courtroom 1668 of the United States Bankruptcy Court, Central District of California, 255 East Temple Street, Los Angeles, California.
 - (B) The name of the proposed buyer:
 - Rosanna Wong and Charles Wong ("Proposed Buyers").
 - (C) A description of the property to be sold:
 - Real property, at 609 $10^{\rm th}$ Street, Santa Monica, California.
 - (D) The terms and conditions of the proposed sale, including the price and all contingencies:

opposition, joinder or response on the moving parties not later than, either 14 days before the date

an interested party opposing, joining, or responding to this motion must file and serve the

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1	set for the hearing	g, or such earlier date as the	e court may set, and pursuant to Local Bankruptcy Rule
2	9013-1(h), the fail	lure to timely file an oppos	sition to the Motion may be deemed by the Court to be
3	consent to the gran	nting of the Motion.	
4	WHEREF	ORE, the Debtor prays tha	t the court enter an order or orders:
5	1. Au	thorizing the Debtor's clos	sing the sale of the Property free and clear of liens,
6	pursuant to Bankr	ruptcy Code sections 363(b) and (f);
7	2. Fin	nding that the buyer is entit	led to a finding that it is a good faith purchaser under
8	section 363(m);		
9	3. Wa	aiving the stay of fourteen	(14) days of an order as provided in Rule 6004(h) of
10	the Federal Rules	of Bankruptcy Procedure;	and
-11	4. Gra	anting such other and furth	er relief as the Court deems just and appropriate.
12			
13	Date: May 12, 20	17	THE ORANTES LAW FIRM, P.C.
14			
15			By: /s/ Giovanni Orantes Giovanni Orantes
16			General Insolvency Counsel for Debtor and Debtor- in-Possession, Abraham Berookhim
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MEMORANDUM OF POINTS & AUTHORITIES

The Debtor and Debtor-in-Possession (the "Debtor"), Abraham Berookhim is a married man. He seeks court approval to sell his real property at 609 10th Street, Santa Monica, California 90402, APN No. 4280-024-032 (the "Property").

I.

INTRODUCTION

A. Background Facts

Abraham Berookhim filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on September 4, 2016 (the "Petition Date"), Case No. 2:16-bk-21836-BR (the "Bankruptcy Code") pending in the United States Bankruptcy Court, Central District of California, Los Angeles Division, the Hon. Barry Russell, presiding (the "Bankruptcy Court").

In 1987, the Debtor built the Property and resided there for some years. In 2003, he got an equity line, which he used to renovate the house completely with the intention of renting it. The Property was rented to a tenant for five years through August 2016 and he then started renting it on Airbnb. After a 20-day Airbnb rental of the entire house for over \$27,000 ended and after the September 4, 2016 date of filing for Chapter 11 relief, the Debtor and his wife moved into the house and continue to rent it through Airbnb either per room or in its entirety. He entered into a listing agreement with the real estate agency, Hilton & Hyland, to rent it for \$21,000 per month fully furnished or sell it for \$4,995,000 and, after much negotiations received the current offer for \$4,700,000 for his Property appraised at \$4,500,000 according to the appraisal attached as Exhibit 1 to the Declaration of George Patocka of Secured Valuation & Advisory Services.

Prior to the Petition Date, Carol Coote ("Plaintiff") filed that case entitled "<u>Carol Coote v.</u> <u>Jeremy Stanton, et al.</u>," Case No. SC 124598, the Hon. Judge Nancy Newman, presiding ("Superior Court Case"). By order entered on November 30, 2016, Plaintiff received relief from stay to continue to prosecute such superior court case not only against Jeremy Stanton, but also against Abraham Berookhim.

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On February 15, 2017, the Plaintiff filed proof of claim No. 9 in this case in the amount of \$400,000.00 based on the Superior Court Case (the "Claim").

On April 11, 2017, the Debtor filed a motion to establish procedures for the sale of his real property commonly known as 609 10th Street, Santa Monica, California 90402 APN No. 4280-024-032 (the "Property") and a motion for sale of such Property. The Debtor concurrently filed applications for an order shortening time to hear each of such two motions. The Court denied the applications and instead set only a hearing on the Debtor's motion for sale procedures on May 16, 2017 at 2:00 PM.

On April 25, 2017, the Bankruptcy Court held a status conference and a hearing on approval of the Debtor's Disclosure Statement Describing the Debtor's Chapter 11 Plan of Reorganization.

At the status conference, the Bankruptcy Court indicated that it would convert the Debtor's case to one under Chapter 7 unless the Debtor and the Plaintiff reached resolution of the Claim and, necessarily, the Superior Court Case by no later than May 9, 2017 and informed the Court of such settlement and the Court would refrain from entering an order converting the Bankruptcy Case to one under Chapter 7 of the Bankruptcy Code. Such resolution, the Court anticipated, would entail the sale of the Property within the Bankruptcy Case and payment of some of such settlement amount from the net proceeds of the sale of such Property because the Court thought, and Plaintiff, through counsel, agreed, that the Plaintiff would not consent to a dismissal of the case instead of conversion before such sale and payment had happened.

As the Plaintiff and the Debtor, through counsel, informed the Court on May 9, 2017, they have reached resolution of the Claim, which was memorialized in a settlement agreement executed on May 11 and 12, 2017, which is attached as Exhibit "B" to the Declaration of Abraham Berookhim (the "Settlement Agreement") and this Motion is made to comply with such Settlement Agreement. The Motion seeks approval to consummate the same sale the Debtor sought to consummate pursuant to that previous motion filed on April 11, 2017.

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B. The Transaction for Which Court Approval is Sought

The Property is a single-family residence, located at 609 10TH Street, Santa Monica, California.

Under a January 24, 2017 Representation Agreement, with Hilton & Highland, the Debtor engaged that brokerage to market and sell the Property. Hilton & Highland have extensive experience in selling similar properties and their employment application by the Debtor has been filed with the court and engaged in exhaustive marketing efforts. See the broker's accompanying declaration.

The proposed buyer is a stranger to the Debtor and all of the parties to the proposed purchase and sale agreement, but buyer and the Debtor, are dealing at arms-length through brokers, acting as dual agents.

It should also be noted that the current Proposed Buyers are demanding a damage fee of \$750 per day for delay in closing starting from initial closing date of 4/27, plus \$500 rent per day from closing until seller move out. In addition, the Proposed Buyers require that the sale and move-out occur no later than June 1, 2017 or it is going to withdraw from this transaction and demand a full refund of their deposit. While the Debtor hopes to negotiate for waiver of the foregoing, the sale should be approved despite such request.

II.

LEGAL DISCUSSION

A. SUMMARY

Unless the court orders otherwise, Bankruptcy Code section 363(c)(1) authorizes a debtor-in-possession to enter into the use, sale and lease of estate property in the ordinary course of business, without notice and a hearing. Section 363(b) provides that a debtor-in-possession may also enter into transactions other than in the ordinary course of business, including the use, sale or lease of property, after notice and a hearing under circumstances such as set out in this motion.

The debtor-in-possession is authorized, under subsections (b) and (f) of section 363, to sell property of the estate free and clear of any interest of another in such property under certain conditions, such as when "the price at which such property is to be sold is greater than the

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aggregate value of all liens on such property." Bankruptcy Code section 363(f)(3). Under subsection (h), the Debtors may sell, subject to certain conditions, the estate's interest in the property. A debtor's rights in use, sale and lease of property under Section 363 are subject to the same restrictions applicable to a trustee. See *Medical Malpractice Ins. Ass'n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 38 C.B.C.2d 67 (2d Cir. 1997).

B. THE PROPOSED SALE SHOULD BE APPROVED PURSUANT TO 11 U.S.C. § 363(b) AND 11 U.S.C. § 363(f)

Under the terms of the agreement for purchase and sale of the Property, a copy of which is attached to the declaration of the Debtor, Debtor seeks to sell his single-family residence in Santa Monica, California, to buyers Rosanna and Charles Wong (Collectively the "Buyer") for a total of \$4,700,000.00. A review of the applicable cases interpreting Bankruptcy Code Sections 363(b) and 363(f), in light of the facts here, indicates court approval of the sale is warranted.

(i) The Sale Should Be Approved Under § 363(b).

Section 363(b) of the Bankruptcy Code empowers a debtor-in-possession to "sell... other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b). This statutory authority to sell assets conferred upon a debtor "include[s] a sale of substantially all the assets of an estate." *Otto Preminger Films, Ltd. v. Qintex Entertainment, Inc. (In re Qintex Entertainment, Inc.)*, 950 F.2d 1492, 1495 (9th Cir. 1991); see also *In re Anchor Exploration Co.*, 30 B.R. 802, 808 (Bankr. N.D. Okla. 1983) (courts should have wide latitude to approve sales under Section 363(b)).

As set out in Collier on Bankruptcy (16th ed. 2012) ¶ 363.02:

Often . . . there are business reasons to sell all or substantially all of the assets of the estate as a going concern under the more streamlined procedures of section 363. The reasons might include a need to dispose of the business quickly before it deteriorates further or runs out of financing, or a desire to monetize the estate's value without the delays and distractions attendant upon resolution of the distribution of the sale proceeds among parties in interest that is required to confirm a chapter 11 plan.

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Further, a bankruptcy court's power to authorize a sale under Section 363(b) is to be exercised in the court's discretion. *In re WPRV-TV*, 983 F.2d 336, 340 (1st Cir. 1993), *New Haven Radio, Inc. v. Meister (In re Martin-Trigona)*, 760 F.2d 1334, 1346 (2d Cir. 1985); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1069 (2d Cir. 1983); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 390-91 (6th Cir. 1986)

In *In re Lionel*, the Second Circuit held that the touchstone for proper exercise of a debtor's discretion is simply a good business reason. *Id.* at 1071. The court noted that the discretionary power was available to further the interests of the debtor, its creditors and its equity security holders. *Id.* The court adopted, in part, the following criteria for evaluating whether a good business reason exists for authorizing a sale of substantially all of the assets of a debtor:

- (1) the proportionate value of the asset to the estate as a whole;
- (2) the amount of elapsed time since the filing of the petition;
- (3) the likelihood that a plan will be proposed and confirmed in the near future;
- (4) The effect of the proposed disposition on future plans of reorganization;
- (5) How the sale price compares to the appraised value of the asset to be sold; and
- (6) Most importantly, whether the assets to be sold are decreasing or increasing in value.

Id. Another Court noted:

Factors such as: 1) the proportionate value of the asset to the estate as a whole;

- 2) the effect of the proposed disposition on future plans of reorganization;
- 3) which of the alternatives of use, sale or lease, the proposal envisions; and 4) the likelihood that a plan of reorganization will be proposed and confirmed in the near future are not significant where it is apparent that the proposed sale will have the effect of a total liquidation of the debtor's assets.

In re Oneida Lake Development, Inc., 114 B.R. 352, 355 (Bankr. N.D.N.Y. 1990).

The Debtor submits that a review of the proposed sale of the Property in the context of the criteria outlined by the Second Circuit in *In re Lionel*, as further developed by subsequent case law, demonstrates that the proposed sale should be approved.

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(ii) Decline in Value of the Debtor's Property As Impacted by Likely Costs of Waiting Until a Plan is Formulated Militates for Approval of the Sale.

The most important factor to be considered in a sale of substantial assets of a debtor under Section 363(b) is whether the asset's value is declining. *In re Lionel Corp.*, supra, 722 F.2d 1071. Such consideration is often dispositive. *In re Boogart of Florida, Inc.*, 17 B.R. 480, 483-84 (Bankr. S.D. Fla. 1981) ("Where . . . the value of the assets is rapidly decreasing and the estates are suffering continuing losses, liquidation of assets prior to the proposal and confirmation of plans of reorganization may be desirable because it will ultimately increase the amounts distributed to creditors after plans are confirmed.").

The evidence is that the value of the Property is the same as the purchase price, i.e. \$4,500,000.00 plus \$200,000 for buyer to purchase all chandeliers, fixtures, curtains and Hasam painting, given that it has been listed for higher amounts and failed to get offers. Whether or not the value of the Property is declining, the Property is not likely to be sold for a higher price since \$4,500,000 is its value as of March 3, 2017 according to the full Appraisal by a duly licensed professional and it makes sense to allow the Debtors to dispose of the Property in order to help fund reorganization.

Moreover, courts that have granted motions to sell substantial assets of a debtor have considered costs incurred post-petition in their decision. See, e.g., *International Bank v. Brock (In re Dania Corp.)*, 400 F.2d 833, 837 n.2 (5th Cir. 1968), cert. denied, 393 U.S. 118 (1969) (upkeep of assets burdening estate); *In re Channel One Communications, Inc.*, 117 B.R. 493, 496 (Bankr. E.D. Mo. 190) ("continued operation of Debtor's business will diminish Debtor's estate and reduce the amount available for distribution to creditors"). As the above courts have concluded, allowing the Debtor to sell a substantial asset at this time logically will result in the savings of costs which will, in turn, result in funds available for distribution to creditors.

The Debtor's administrative expenses are substantial. If Debtor is compelled to wait to complete the sale until he can do so under a reorganization plan, he will continue to incur expenses that could be avoided now if the Debtor is allowed to liquidate assets expeditiously. In particular,

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the regular mortgage payments payable to the consensual lienholders and fees and costs for counsel to prepare a disclosure statement and plan would increase substantially the more resolution of this case is delaying, but may be avoided by selling the Property now. Debtor should be allowed to sell the Property now to avoid incurring such unnecessary expenses and any unnecessary risk of market decline or a shift in the market that might make the Property less salable.

(iii) The Purchase Price of the Property is Fair, the Result of Appropriate Efforts at Marketing by a Licensed Real Estate Broker

As indicated in the accompanying declarations of broker Alphonso Lascano and of Debtor Abraham Berookhim, the Debtor put the Property up for sale on the open market after consulting with his brokers, who are familiar with the local and the broader Southern California real estate market, as well as the type of property for sale, a single family residence. The price offered for the Property represents the most favorable option for the Property and argues in favor of the relief sought here. In light of the fact that the offer is the best current offer that the Debtor has received for the Property, the Debtor asserts that the sale as proposed is in the best interest of creditors.

In other cases where authority to sell assets has been sought, efforts, such as those of the Debtor and his brokerage here, to ensure that the sale price is fair and maximizes the amount that can be had for the Property, have encouraged the courts to authorize the sale. As the broker's declaration indicates, the Debtor has actively marketed the Property and sought possible transactions without success as the sale coincides with the Property's appraisal value, though it appears that the currently proposed transaction is the best that is likely to close. The facts in this case may be compared to those in *In re Delaware & Hudson Railway Co.*, 124 B.R. 169, 179 (D. Del. 1991), where the court found fair and reasonable the price for the sale of assets as evidenced by solicitation of other bids, negotiations with different prospective bidders, and testimony that the proposed offer was the best available. See also *In re Oneida Lake Development, Inc.*, 114 B.R. 352, 356 (Bankr. N.D.N.Y. 1990) (assets sold at best offer received through solicitation efforts).

(iv) The Motion Should Be Granted Under 11 U.S.C. 363(f)(2).

Section 363(f)(2) of the Bankruptcy Code provides in relevant part:

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1	The trustee may sell property under subsection (b) or (c) of this section free and
2	clear of any interest in such property of an entity other than the estate, only if –
3	
4	(3) such interest is a lien and the price at which the property is to be
5	sold is greater than the aggregate value of all liens on such property
6	11 U.S.C. § 363(f)(2). The \$4.7 Million sale of the Property is proposed for sale at an amount far
7	in excess of the liens at approximately \$2.88 million plus the \$160,000 that would be payable to
8	Plaintiff out of net proceeds pursuant to the Settlement Agreement. The statutory requisite is met.
9	C. THE PROPOSED BUYERS ARE ENTITLED TO A FINDING THAT IT IS A
10	GOOD FAITH PURCHASERS UNDER SECTION 363(m)
11	Bankruptcy Code Section 363(m) provides:
12	The reversal or modification on appeal of an authorization under subsection (b) or (c) of
13	this section of a sale or lease of property does not affect the validity of a sale or lease under
14	such authorization to an entity that purchased or leased such property in good faith,
15	whether or not such entity knew of the pendency of the appeal, unless such authorization
16	and such sale or lease were stayed pending appeal.
17	A good faith purchaser under Section 363(m) is one who purchases for "value" and there is
18	no fraud or collusion in the bidding process. In <i>In re Filtercorp, Inc.</i> , 163 F.3d 570 (9th Cir.
19	1998), the Ninth Circuit held that an <u>insider</u> -purchaser was a good faith purchaser under Section
20	363(m):
21	[T]he bankruptcy court found that Gateway Lenders was a purchaser in good
22	faith for all purposes including 11 U.S.C. § 363(m). This finding is not
23	clearly erroneous. A good faith buyer "is one who buys 'in good faith' and
24	'for value.' " Ewell v. Diebert (In re Ewell), 958 F.2d 276, 281 (9th Cir.1992)
25	(citing In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 147 (3d
26	Cir.1986)). "[L]ack of good faith is [typically] shown by 'fraud, collusion
27	between the purchaser and other bidders or the trustee, or an attempt to take

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grossly unfair advantage of other bidders.' " *Id.* (quoting *Community Thrift* & *Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir.1985)).

In this case, as the evidence indicates, the Property was evaluated and marketed by a professional brokerage licensed by the California Department of Real Estate. No "self-dealing" or manipulation exists with respect to the sale of the Property. Rather, the sale was negotiated competitively with the help of the brokerage, in an arms-length transaction, and therefore constitutes a good-faith transaction of sale and purchase in accordance with 11 U.S.C. §363(m). In view of the sound business reasons for the sale and the sale's satisfaction of the procedural and substantive requirements of Bankruptcy Code Section 363(b), Debtor submits that approval of the sale should be granted.

D. THE COURT HAS THE DISCRETION TO WAIVE THE FOURTEEN-DAY PERIOD FOR THE EFFECTIVENESS OF A SALE ORDER

Rule 6004(h) of the Federal Rules of Bankruptcy Procedure provides: "An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, *unless the court orders otherwise*." Fed.R.Bankr.P. 6004(g)(emphasis added). The legislative history provides:

The court may, in its discretion, order that Rule 6004(g) is not applicable so that the property may be used, sold, or leased immediately in accordance with the order entered by the court. Alternatively, the court may order that the stay under Rule 6004(g) is for a fixed period less than 14 days.

The Debtor believes that, given the good faith attempt to maximize the amount that the Property may bring in a sale, and all of the facts set out here, the protections afforded by Rule 6004(g) would be inapplicable to the sale of the Property. Accordingly, Debtor requests that the Court order that the sale may be effectuated immediately upon entry of the order.

Id. at 577.

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1			III.	
2		CO	ONCLUSION	
3	For the fores		r and Debtor-in-Possession, Abraham E	Rerookhim
4	ll ·	that the court grant the re		orookiiiii,
5				
6	Date: May 12, 2017	/	THE ORANTES LAW FIRM, P.C.	
7			Dry /a/Ciarra i Oranta	
8			By: /s/ Giovanni Orantes Giovanni Orantes Commillare de la Commillare de l	170.17
9			General Insolvency Counsel for Debto in-Possession, Abraham Berookhim	rs and Debtors-
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DECLARATION OF ABRAHAM BEROOKHIM

I, Abraham Berookhim, declare:

- 1. I am over 18 years of age. Except when based on information and belief, I make this declaration based on facts within my personal knowledge and if called as a witness, could and would testify thereto.
- 2. I filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on September 4, 2016 (the "Petition Date"), Case No. 2:16-bk-21836-BR (the "Bankruptcy Code") pending in the United States Bankruptcy Court, Central District of California, Los Angeles Division, the Hon. Barry Russell, presiding (the "Bankruptcy Court").
- 3. In 1987, I built the house commonly known as 609 10th Street, Santa Monica, California 90402 APN No. 4280-024-032 (the "Property") and resided there for some years. In 2003, I got an equity line, which I used to renovate the house completely with the intention of renting it. The house was rented to a tenant for five years through August 2016 and I then started renting it on Airbnb. After a 20-day Airbnb rental of the entire house for over \$27,000 ended and after the September 4, 2016 date of filing for Chapter 11 relief, my wife and I moved into the house and continue to rent it through Airbnb either per room or in its entirety. I entered into a listing agreement with the real estate agency, Hilton & Hyland, to rent it for \$21,000 per month fully furnished or sell it for \$4,995,000 and, after much negotiations received the current purchase offer for \$4,700,000 for my Property appraised at \$4,500,000 according to the appraisal attached as Exhibit 1 to the Declaration of George Patocka of Secured Valuation & Advisory Services dated May 11, 2017.
- 4. Prior to the Petition Date, Carol Coote ("Plaintiff") filed that case entitled "Carol Coote v. Jeremy Stanton, et al.," Case No. SC 124598, the Hon. Judge Nancy Newman, presiding ("Superior Court Case"). By order entered on November 30, 2016, Plaintiff received relief from stay to continue to prosecute such superior court case not only against Jeremy Stanton, but also against me.

- 5. On February 15, 2017, the Plaintiff filed proof of claim No. 9 in this case in the amount of \$ 400,000.00 based on the Superior Court Case (the "Claim").
- 6. On April 11, 2017, I caused to be filed a motion to establish procedures for the sale of the Property and a motion to sell such Property. I concurrently caused to be filed applications for an order shortening time to hear each of such two motions. However, The Court denied the applications and instead set only a hearing on the Debtor's motion for sale procedures on May 16, 2017 at 2:00 PM.
- 7. Attached and marked Exhibit "A" is a true and correct copy of the purchase and sale agreement for the Property.
- 8. On April 25, 2017, the Bankruptcy Court held a status conference and a hearing on approval of the Debtor's Disclosure Statement Describing the Debtor's Chapter 11 Plan of Reorganization.
- 9. At the status conference, the Bankruptcy Court indicated that it would convert my case to one under Chapter 7 unless the Plaintiff and I reached resolution of the Claim (and the Plaintiff's objection to the sale of the Property, etc) and, necessarily, the Superior Court Case by no later than May 9, 2017 and informed the Court of such settlement and the Court would refrain from entering an order converting the Bankruptcy Case to one under Chapter 7 of the Bankruptcy Code. Such resolution, the Court anticipated, would entail the sale of the Property within the Bankruptcy Case and payment of some of such settlement amount from the net proceeds of the sale of such Property because the Court thought, and Plaintiff, through counsel, agreed, that the Plaintiff would not consent to a dismissal of the case instead of conversion before such sale and payment had happened.
- 10. As the Plaintiff and I, through our respective counsel, informed the Court on May 9, 2017, we have reached resolution of the Claim, which was memorialized in a settlement agreement executed on May 11 and 12, 2017, which is attached hereto as Exhibit "B" (the "Settlement Agreement") and the request for an order authorizing the sale of the Property is made to comply with such Settlement Agreement. The Motion seeks approval to consummate the same sale the Debtor sought to consummate pursuant to that previous motion filed on April 11, 2017.

- 11. It should also be noted that the current Proposed Buyers are demanding a damage fee of \$750 per day for delay in closing starting from initial closing date of 4/27, plus \$500 rent per day from closing until seller move out. In addition, the Proposed Buyers require that the sale and move-out occur no later than June 1, 2017 or it is going to withdraw from this transaction and demand a full refund of their deposit. While I hope to negotiate for waiver of the foregoing, the sale should be approved despite such request.
- 12. I request an order of the court approving a sale of this property to Rosanna and Charles Wong for \$4,700,000.00 (the original contract price of \$4.5 million plus the sale of all chandeliers, all light fixtures, curtains and Hasam painting for \$200,000).
- 13. The proposed sale to this buyer was negotiated on my behalf by a real estate brokerage, Hilton and Hyland. I am informed and believe that the brokerage and two brokers working together, Alphonso Lascano and Bjorn Farrugia, prepared extensive marketing materials, including emails, internet sites, and other materials that were put into the hands or before the eyes of many prospective buyers and their real estate representatives, as I am informed and believe (and in some instances witnessed myself) through the MLS and every other website around the world including Zillow, Hilton & Hyland and Christies International.
- 14. As the brokerage that represents me has performed substantial marketing efforts, and based on my own experience in dealing with real estate professionals in several other purchase and sale transactions involving properties other than this Property, I believe that the offer to purchase the Property for \$4.5 million plus the sale of all chandeliers, all light fixtures, curtains and Hasam painting for \$200,000 represents the Property's value at this time and the offer means selling the Property at a good price and making cash available for reorganization.
- 15. Until Rosanna and Charles Wong made an offer for the Property, I had never heard of them, have no previous connection with them, and believe that there is no connection whatsoever between these buyers, or any persons associated with them, and me and my family. Any purchase and sale of the Property or other dealings between me and my family on the one hand and Rosanna and Charles Wong on the other are strictly arms-length transactions between strangers.

	Part 2 Page 4 01 31	
1	I declare under penalty of perjury under the laws of the United States that the foregoing i	ø
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Exhibit A

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Docusign Envelope ID: AD180A99-CEE7-4BD6-823D-ACDBCA1DD819



SELLER COUNTER OFFER No. 2 May not be used as a multiple counter offer. (C.A.R. Fom: 800, 17(14)

This is a counter offer to the: Purchase Agreement, [2] Buyer Counter Offer No. 1. or Diher	Date March 11, 2017
	("Offer")
AND	
4 TERMS The PROCESSING	"Huyer");
 TERMS: The terms and conditions of the above referenced document are accepted subject to the fagreement unless appendically referenced by all parties, but are not initiated by all parties. Unless otherwise agreed in writing them. 	ollowing:
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2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be re	ks a rever for the s
A. Unless by 6:00pm on the third Day After the date it is signed in paragraph a (if more than one sign counter Offer is personally received by Seller or OR B. If Seller withdraws it environment of the counter Offer is personally received by Seller or OR C. If Seller accepts another offer the counter of th	Neture then, the lest elements
OR S. If Rolling with Assessment by Geller of	(ii) a copy of the signed Seller
OR B. If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used). OR C. If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.	io is authorized to receive it.
 MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Sell withdraw this Seller Counter of this Counter Offer by Buyer as specified in 2A and 5 to an extension. 	
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() (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received agent as specified in paragraph 2A on (date) et [AM/] PN created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized confirmed in this document.	**
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BUYER COUNTER OFFER No. 1

Date

March to 2002

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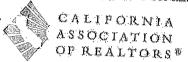
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SELLER COUNTER OFFER No. 1 May not be used as a multiple counter offer. (C.A.R. Form SCO, 1774)

	This is a dated.	Counter offer to the:	Purchase Agreen	ient, [] Buyer Cor	inter Offer No	Naiog.	Date <u>March o</u>	<u>‡017</u>
	between		, on property kno	wn as 60	nter Offer No	JOther	The same of the sa	("Óffer"),
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RESIDENTIAL PURGHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form SPA-CA; Roylaed 12/15.)

Date Prepared: 03/08/2017	
A. THIS IS AN OFFER FROM B. THE REAL PROPERTY to be acquired is <u>ROSANNA WONG, CHARLES WONG</u> SANTA MONICA (City), (County), Callionia, <u>90402</u> (Zip.Code), Assessor's Parcel No. <u>8780034032</u> (Fig. CLOSE, DE ESCROVA).	
THE REAL PROPERTY to be acquired is ROBANNA WONG, CHARLES WONG	pol
G. THE DUBOUGA (Clty). (GOUIDA Collingue ANTA MOMICA, 90402	suyer")
G. THE PURCHASE PRICE offsted is Four Million, Six Hundred Thousand D. CLOSE OF ESCROW stell	iered k
D. CLOSE OF ESCROW shall occur on Dollars 4.600.000.00° E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement. A. DISCLOSURE: The Destrict of the Agreement.	perty).
D. CLOSE OF ESCROW shall occur on Dollars 4.500,000,000.	terangolomasikai,
2. AGENCY: (Cate) or Select are referred to herein as the "Parlies," Brokers are not Parlies to this Agreement	ce)
A. DISCLOSURE: The Parties and pathon of the p	. 34.
(CAR Form AD):	
A. DISCLOSURE: The Parties each acknowledge receipt of a X Disclosure Regarding Real Estate Agency Relation B. CONFIRMATION: The following agency relationships are bettern a to the confirmation.	nahips"
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: HINTON S. HYLAND	
Listing Agent Listing Agent HITTON & HYLAND Listing Agent (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction: (Print Firm Name) is the agent of (check covery laborated for this transaction).	
Earlier exclusively; or Mooth the Buyer and Seller. Listing Agent (Print Firm Name) is the agent of (check check Listing Agent) is the agent of (check one): Lithe Buyer exclusively; or lithe Seller exclusively; or Mooth the Buyer and Seller. Representation of More than One Buyers AND SELLERS: The Parties each advantable of the Seller.	c one):
C. PITTENTIALLY AND THE DUYER OXCHISTORICATE THE CONTROL OF THE CO	Front Care
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a [1] "Post and Engressentation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS). A. INITIAL DEPOSITY OF THE BUYER AND SELLERS: The Parties each acknowledge receipt of a [1] "Post A. INITIAL DEPOSITY OF THE BUYER AND SELLERS: The Parties each acknowledge receipt of a [1] "Post A. INITIAL DEPOSITY OF THE BUYER AND SELLERS."	ma tüfä.
A FINANCE TERMS - POSEDIO OF A MATERIAL PROPERTY OF A MATERIAL PROPE	alisla
A INITIAL DEPOSITY TO A SECOND OF THE PROPERTY	Date.
(1) Buyer Direct Deposit shall be in the amount of transfer, Deposit. Buyer shall deliver deposit directly to Escrow Holder by electronic funds after Acceptance for	
transfer, Cashier's clieds. I present deposit directly to Escrow Holder by alectronic transfer.	00.00
transfer, Ceashier's check, Super shall deliver deposit officetly to Escrow Holder by electronic funds after Acceptance (or Wilhin 3 business days OR (2) Buyer Deposit with Agrent Buyer base business days	
OR (2) [] Buyer Deposit with Agent: Buyer has given the deposit by personal check (or); to the agent submitting the offer (or to); made payable to); made payable to	
to the agent submitting the offer for to	
with Escrow Holder within 3 business days after Acceptance (or Deposit checks given to a subject to the subject t	
with Escrow Holder within 3 business days after Acceptance (or Deposit checks given to appare their holder within 3 business days after Acceptance (or	
(Note: halfed and leaves to again shall be an original signed chack and pot is seen	
ME BUT DELYCKE REPRESENTATION OF THE PROPERTY	
within Durie Affect According to the Company of the	-
within Days After Acceptance (or If the Pattles agree to Inquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages amount in a separate liquidated damages player (6 increased	
deposit into the liquidated damages in this Agreement, they also agree to incorporate the increased RID) at the time the increased deposit is delivered to Escrow Holder. C. [XI ALL CASH OFFERS No learning to the control of the con	errormiczy.
RID) at the time the increased deposit is delivered to Escrew Holder. G. M. ALL CASH OFFER: No loan is made?	
C. MALL CASH OFFER; No loan is medical to excrete the Exercise Holder.	
C. MALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan, Written verification of sufficient funds to close this transaction is ATTACLED.	
Davs Affer Accordance Control to this offer or	
D. LOAN(S): The system of the	
(1) FIRST LOAN: In the amount of This loan will be conventional financing orFHA,VA,Seller financing (C.A.R. Form SFA), allered financing (C.A.R. Form AFA),OtherThis loan shall be at a fixed Regardless of the type of loan, Buyer shall pay points not to exceed	
The start will be conventional financing or TFHA, TVA TSoller deposits	
rate not to separate the property of the control of	*********
Regardless of the type of loan, Buyer shall pay points not to exceed (2) SECOND LOAN in the amount of This loan will be conventioned to exceed.	
(2) SECOND LOAN in the amount of This toen will be conventional financing or Seller financing (CAR Form SEA).	
This loan will be conventional financing or Seller financing (C.A.R. Form SFA), Cassumed	
exceed or, an adjustable rate from with tellor . This ban shall be at a fixed rate not to	•
financing (C.A.R. Form AFA). Other financing (C.A.R. Form AFA). Other This ban shall be at a fixed rate not to exceed or. Jan adjustable rate loan with initial rate not to exceed the type of loan, Buyer shall pay points not to exceed of the loan amount. for Deliver to Seller written piglice (C.A.R. Form FVA) of any lender-required, remains or and for a points.	
(a) PRAVVA For any FHA or VA loan specified in 3D(1). Butter the off forme loan amount,	
to Deliver to Seller written police (C.A.R. Form FVA) of any lender-required repairs or costs that requirements these streets of the requirements	
Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender part of this Agreement. A PHAVA amendatory clause (C.A.R. Form EVA) and part of this Agreement.	
part of this Agreement as a street in writing. A PHAVA amendatory clause (C.A.D. Examples tender	
E. ADDITIONAL FINANCING TETANO.	
F. BALANCE OF DOWN TAXAGER	
F. BALANCE OF DOWN PAYMENT OF PURPLACE TO SE	
F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of to be deposited with Escrow Holder pursuant to Escrow Holder instructions. 4.462.000.00	
G. FURCHASE PRICE (TOTAL): 4.462.000.00	Į.
G. PURCHASE PRICE (TOTAL): 4.62.000.00 7/h 4.620.000.00	
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Case 2:16-bk-21836-BR DocuSign Envelope ID: F298E448-C6FA-4750-8220-8B66F341C681 Property Address: 909 10TH STREET, SANTA MONICA; 90402 H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph VERIFICATION OF DOWN PATHIER! AND ICLOSING COSTS Buyer (or buyers request or countries persuant to persugraph a (1)) shall, within \$ (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. ([]Verification attached.)

APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or) Is NOT) contingent upon a written appraisal of the

Property by a licensed or certified appealser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____) Days After Acceptance. (1) LOAN APPLICATIONS: Within 3 (or ____) Days After Acceptance; Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall not diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency of the appraisal contingency has been waived of removed, then fallure of the Property to appraise at the purphase price does not entitle Buyer to exercise the cancellation right pursuant to the lean contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement. (3) LOAN CONTINGENCY REMOVAL:
Within 21 for) Days After Accepted Within 21 (or ____) Days After Acceptance; Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the (4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a confingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies. (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit. K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrew as specified in this Agreement. SALE OF BUYER'S PROPERTY: A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any properly owned by Buyer; OR B. This Agreement and Buyer's ability to obtain floancing are conlingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP). A. ADDENDA: | Eack Up Offer Addendum (C.A.R. Form BUO) | Cour | Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | Short Saje Addendum (C.A.R. Form SSA) | Othe Addendum # (C:A.R. Form ADM) Court Confirmation Addendum (C.A.R. Form CCA) Other BUYER AND SELLER ADVISORIES: Buyer's Inspection Advisory (C.A.R. Form BIA) Probate Advisory (C.A.R. Form PA) Trust Advisory (C.A.R. Form FA) Statewide Buyer and Seller Advisory (G.A.R. Form SBSA) REO Advisory (C.A.R. Form REO) TShort Sale information and Advisory (C.A.R. Form SSIA) Other 6. OTHER TERMS: INSPECTION PERIOD TO BE 10 DAYS STARTING ON THE 23RD OF MARCH 2017 7. ALLOCATION OF COSTS A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work (1) Buyer 🗶 Seller shall pay for a natural hazard zone disclosure report, including tax 🗌 environmental 🗌 Other: prepared by Gligit here to select your Service Provider (2) | Ruyer | Seller shall pay for the following Report (3) Buyer Seller shall pay for the following Report prepared by_

Buyer's Initials (RPA-CA REVISED 12/15 (PAGE 2 OF 10)

Seller's initials (

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

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Case 2:16-bk-21836-BR Docusign Envelope ID: F299E448-C5FA-4750-8220-8B85F541C631 Property Address: 809 10771 STREET, SANTA MONICA, 00402 B. GOVERNMENT REQUIREMENTS AND RETROFIT: _Date: <u>March 8, 2017</u> (1) Buyer Aselier shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrew ("COE"). Seller shall provide Buyer written statement(s) of comptiance in accordance with state (2) (1) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports f regulred as a condition of closing escrow under any Law. (I) Buyer Saller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE. (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property. C. ESCROWAND TITLE: (1) (a) Buyer Seller shall pay escrow fee EACH THEIR DWN

(b) Escrow Holder shall be SELLERS CHOICE

(c) The Parties shall, within 5 (or __) Days After receipt, sign and return Escrow Holder's general provisions.

(2) (e) Buyer Seller shall pay for owner's title Insurance policy specified in paragraph 13E.

(b) Owner's fille policy to be issued by TITLE 365 JCK D. (Buyer shall pay for any tille insurance policy insuring Buyer's lender, unless otherwise agreed in writing.) D. OTHER COSTS: (1) Buyer X Seller shall pay County transfer tax or fee
(2) Buyer X Seller shall pay City transfer tax or fee
(3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4526. (4) Seller shall pay HOA fees for preparing all documents other than those regulied by Givil Code \$4525. (6) Buyer to pay for any HOA certification fee.
(7) Buyer X Seller shall pay for any private transfer fee.
(8) Buyer Seller shall pay for (9) Buyer Seller shall pay for (9) Buyer Seller shall pay for (10) Buyer Seller shall pay for the cost, not to exceed one-year home warranty plan, issued by *Fidelity National Home Warranty*
following optional coverages: |X| Air Conditioner |X| Poel/Spa | Other:
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised ___, of a standard (or __upgraded) to investigate these coverages to determine those that may be suitable for Buyer. OR Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement. [TEMS INCLUDED IN AND EXCLUDED FROM SALE: A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not Included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C. B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed, 1) All EXISTING fixtures and fittings that are attached to the Properly: (2) EXISTING electrical, mechanical, lighting, plumbing and heating flatures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor The following additional items: Existing integrated phone and home automation systems, including necessary components such as intranet and internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.

(6) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, of not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty. etc.) concerning any such item. Buyer's ability to assume any such tease, or willingness to accept the Property subject to

any such lien of encumbrance, is a confingency in favor of Buyer and Seller as apacified in paragraph 14B and C. (6) Seller represents that all litems included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 85(5) and

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

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	or item spall ramain with the Pro	Brackets attached to walls, perty (or will be removed and holes		market and a second sec	•	•
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Draphage and and an analysis of the state of	
Property Address: 609 10TH STREET, SANTA MONICA, 80402 9. CLOSING AND POSSESSION:	Transaction of the second
As Helliter Windreds Con Character and Chara	Date: Merch 8, 2017
B. Seller-occupied or vacant property: Possession shall be delivered to tayer; (i) at 8 P. C. Escrew; (ii) no later thancalendar days after Class Of Escrew; (ii) no later thancalendar days after Class Of Escrew; (iii) at 8 P.	10 ,
Of Escrow; (ii) no later than calendar days after Close Of Escrow; or (iii) later than calendar days after Close Of Escrow; or (iii) later than the Close Of Escrow; or (iiii) later than the Close Of Escrow; or (iiii) later than the Close Of Escrow; or (iiii) later than the Close Of Escrow; or (iiiiii) later than the Close	M or (AM/ PM) on the date of Close
C. Seller remaining in possession After Close Of Escrow, or (iii) [at [Parties are advised to sign a separate occupancy agreement such as [] C.A.R. Form Sipolary agreement such as [] C.A.R. Form Sip	_AM/PM on
days [To A B Separate occupancy agreement such as [] C.A.B. Even time	ain in possession after Close Of Esprow. (I) the
institution and lovel additional additional additional additional and residence and re	n the in the coupancy of less than 30
Brown less deliver To be a deliver to a later to a late	A THE WILL WITH THAIR
ineurance and legal advisors for information about liability and damage or injury to per D. Tenant-occupied property: Property shall be vacant at least 5 for information about liability and damage or injury to per D. Tenant-occupied property: Property shall be vacant at least 5 for	Buyer's loan
writing. Note to Seller: If you are unable to deliver account of) Days Prior is	Close Of Escrow, unless offmaning as a large
D. Tenant-occupied property: Property shall be vacant at least 5 (or) Days Prior it you are unable to deliver Property vacant in accordance to OR[] Tenant to remain in possession (C.A.B. Example 1).	with rent control and other applicable I
OR! Tenant to remain in possession (C.A.R. Form TIP).	Afternment PHM.
E. Al Close Of Escrew. Seller assigns to Buyer any assignable warranty rights for items included available Copies of any such warranties. Brokers cannot and will not determine the assign	en e
available Copies of any auch warranties. Brokers cannot and will not determine the assign mailtidaes. Of Escrew, unless otherwise agreed in willing, Soller shall provide kniss parenties.	ed in the sale; and Seller shall Deliver to Buyer
mallboxes appropriate management of the manageme	Say A A A A A A A A A A A A A A A A A A A
price, and garage door openers. If the Property live systems and intranet and interne	beconnected devices instruction in the
price, and garage door openers. If the Property is a condominium or located in a common to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOZ 10, STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD BASES DANK)	n interest subdivision. Ruyer may be received
10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD BASED PAINT HAZARD DISCLOSURES) (INCLUDING LEAD BASED PAINT HAZARD DISCLOS	Viacilities,
A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyen (1) If require Based Paint Disclosures (C.A.R. From FLD) and pamphiet ("Lead Disclosures"); and (1) notices reculted by sections 1402 of 1	OSURES) AND CANCELLATION RIGHTS
Based Paint Disclosures (C.A.R. Form FLD) and paraphlet ("Lead Disclosures"); and (ii) notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statuton but are not limited to a Real Estate Transfer	od by Law, a fully completed: Federal Lead-
but are not limited to a family and are seq. of the Civil Code ("Statuton	Disclesive of The Property Volume 100 disclosures of
actual knowledge of reference transfer Disclosure Statement ("TDS"). Natural He	And Medical Action Andrews include
equivalent notice reposition we first and/	at decoderate of definition (INLIT), uolice of
aquivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Impro actual knowledge, of industrial use and military organic location (C.A.R. Form SPO er (2) Any Statutory Disclosure required by this banagraph is regarded that	Wement Bond Act of 1918) and it police have
(2) Any Statutory Disclosure required by this paragraph is considered tilly completed if Sellar and signed the Sellar section(s) and the Listing Agent; if any, has completed and signed.	ESD).
and signed the Seller section(s) and the Listing Agent; if any, has completed if Selle an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein refleve	of has answered all questions and combieled
to the conduct of recommendation (C.A.K. Form AVID). Nothing stated herein estates	B. B. Broker section(s), or, it applicable,
of the TDS of an AVID modern and diligent visual inspection of the accessible area	is of the Branch and any, from the obligation
an inspection of (ii) complete attention the value or desirability of the Property the	Filters of should be and this close, on Section IV
an inspection or (ii) complete any sections on all disclosures required to be completed by (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Lai (4) Within the time specified in paragraph 14A (i) Sellor unless is prohibited by Lai	Buyer's Broker.
191 VARIOR THE TROOP CRESITENT IN THE TAX A TAX	Gt.)
provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).	ion to provide a TDS, shall, complete and
complete and provide Buyer with an Exempt Soller Disclosure (C.A.R. Form SPQ). (II) If Seller Is (5) Buyer shall, within the time specified in passages of ARA Sollar Disclosure (C.A.R. Form ESD).	not required to provide a TDS, Seller shall
(6) in the event Selfer or Light mental in paragraph 148(1), return Signed Cooles of the State	those I shakar a ar ar a a a a a
(6) in the event seller or Liesting Broker, prior to Close Of Eactow, becomes aware of a Property, or any material inaccuracy in disclosures, information or representations promptly provide a subsequent or amended disclosure or notice, in writing, governed	idverse conditions multiplication of the seller.
promptly provide a subsequent or amended disclosure or notice, in writing sovering amended disclosure shall not be required for conditions and material inaccuracity which are disclosed in reports received for conditions and material inaccuracity.	reviously provided to things bellen the
amended disclosure shall not be required for contitions in willing, covering	those items. However, a subsequent
amended disclosure shall not be required for conditions and material inaccuract which are disclosed in reports provided to or obtained by Buyer of ordered and paid (7) If any disclosure or notice specified in paredraph 10A(1) of subsequents.	es of which Buyer is otherwise aware or
(7) If any disclosure or notice specified in paregraph 10A(1), or subsequent or emended disc the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days.	for by Buyer.
the offer is Signed, Buyer shall have the right to cancel this Agreement or amended disc Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's	After Delivered to Buyer offer
B. NATURAL AND ENVIRONMENTAL WINDS WHICH HOUSE OF CARGOLISTON TO Seller of Sallers	ment and in person, or 5 Days After
DEBET Shall if regulated have been as a second of the control of t	Militar richi tetti.
energy rating pamphlet; (ii) disclose if the properly is topped in a questionnaire);	invironmental hazards booklet and home
energy rating pamphiet; (ii) Deliver to Buyer earthquake guide(s) (and questionnairs); of Vary High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Selection of the zone as required by Law and provide any other information required for those zones. C. WITHHOLDING TAXES: Willing the large smoother information required for those zones.	ea; Fotential Flooding (Inundation) Area
other zone as required by Law and provide any other information required for those zones. C. WITHHOLDING TAXES, Willin the lime specified in participant to the lime specified in participant.	smile Hazard Zone; and (III) disclose any
subjection as a read of the subject	Con Ch. H. Con V. Con
substitute, an affidavit sufficient to comply with federal (FIRFTA) and California withholding taw (C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Fusion day may be seen a valuable to the public via an Internet Web site mainly	2 A & Form A C COX
registered sex offenders is made available to the Pursuant to Section 290.48 of the F	enal Code Information about
registered sex offenders is made available to the public via an internet Web site maint offender resides or the community of residence and ZIP Code in which he or she resides. (No check this website, if Boyer water tresidence and ZIP Code in which he or she resides. (No	airred by the Denaitment of course
offender resides or the community of residence and ZIP Code in which he or she resides. (N check this website, if Buyer wants further information. Broker recommends that Buyer white the Buyer wants further information. Broker recommends that Buyer white	include either the address at which use
check this website. If Buyer wants further information, Broker recommends that Buyer wants further information, Broker recommends that Buyer obtained in the Buyer of the second buyer obtained the Buyer o	eilher Seller nor Brokers are required to
Buyer's inspection contingency period. Brokers do not find a recommended that Buyer obtained NOTICE REGARDING GAS AND HAZARDOUG 100 Industrial in this area.)	in information from this website during
VOIT that intermedian about the management of the state o	Seefficial to the control of the con
you that information about the general location of gas and hazardous liquid transmission pip National Pipeline Mapping System (NPMS) internet Web alto maintained by the United Statement your local rise utility of other information about possible transmission.	islines is mailed to make the mount of the mailed to the m
http://www.npms.phmsa.dof.gov/. To seek further information about possible transmission contact your local gas utility or other pipeline operators in the area. Contact information about possible transmission. Code and county on the News information operators in the area. Contact information for re-	tales Department of Transport Via the
contact your local gas utility or other pipeline operators in the about possible transmission	pipelines near the Property on the
contact your local gas utility or other pipeline operations in the area. Contact information for production of the NPMS internet Web site. F. CONDOMINIUMPI, ANNER THEFOR OUTSTANDED.	olpeline operators is searchable burying
(1) SELLER HAS: 7 (or) Days After Acceptance to disclose to Buyer if the Broads	The second of
(1) SELLER HAS: 7 (or) Days After Acceptance to disclose to Buyer if the Property planned development or other common interest subdivision (C.A.R. Form SPC or ESD).	is a condominium, or is located in a
RPA-CA REVISED 12/15 (PAGE 4-OF 10) Setter's Initiate ((LA) (LA)
GALIFORNIA RESIDENTIAL PURPAGNALA	*** **********************************
Produced with approximal by siglingly 18070 Fillern Mile Road, Frasely, Michigan 48026. https://doi.org/10.1007/	RE 4 OF 10)
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Property Address: 809 10TH STREET, SANTA MONICA, 00402 rty Address; 809 10TH STREET, SANTA MONICA. 90402

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or) Days After Acceptance to request from the HOA (C.A.R. Form HOA1); (i) Copies of any decuments required by Law; number of designated perking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special

meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "Ci Disclosures"). (vi) private transfer fees; (vil) Pet fee restrictions; and (vill) smoking restrictions. Seller shall itemize and Deliver to Buyer all Cl Disclosures received from the HOA and any CI Disoldsures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this

received from the HOA and any CI Disolosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 148(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT landscaping and grounds; is to be maintained in substantially the same pondition as on the date of Acceptance; and (iii) all debris

personal property normalized in the specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance plaims within the past five years, and make any and all other disclosures required by law.

Buyer has the right to conduct Buyer investigations of the Property and, as specified in paragraph 14B, based upon information discovered in these investigations; (f) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

Soller is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property sener may not be sware or an used amening the property of owner ractors that suyer considers improvements may not be built according to code, in compliance with current taw, or have had permits issued.

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

- A. Buyer's acceptance of the condition of and any other matter affecting the Property, is a confingency of this Agreement as specified in buyers acceptance of the condition of any other matter energing the property, as a committee of this paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless often agreed, to conduct inspections, investigations; tests, surveys and other studies ("Buyer investigations"), including, but not instead to (i) a general physical inspection (ii) an inspection specifically for wood destroying pests and organisms. Any inspection to Ilmitted to: (i) a general physical inspection (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Shuctural Pest Control company, shall cover the main building and attached structures; may cover detabled structures; shall NOT include water tests of shower pans on upper level units unless the 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 intestation or infection (Section Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database, (vi) confirm the insurability of Buyer and to be assumed by Buyer. Without Seller's prior written consent. Buyer shall neither make nor cause to be made: Invasive or and the rule by five instanting the explicating and west of mode and the instantes, and truly review and appropriate of leaves discribed need to be assumed by fluyer. Without Seller's prior written consent, Buyer shall neither make not cause to be made; invasive or destructive Buyer investigations, except for minimally invasive testing required to prepare a Peat Control Report; or inspections by any
- governmental building of zorting inspector or government employee, unless required by Law.

 B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (I) as specified in paragraph: 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (III) give Seller, at no cost, complete

Copies of all such investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement, sale reports obtained by Buyer, which obligation shall survive the termination of this Agreement, Seller shall have water, gas, electricity and all operable pilot lights on for Boyer's hivestigations and through the date possession

b. Buyer indemnity and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer investigations; and (iii) indemnity and hold Seller harmless from all resulting liability, claims, demands, an damage and costs. Buyer shall carry, or Buyer shall require anyons acting on Buyer's behalf to carry, policies of liability, workers companisation and other applicable insurance; defending and protecting Seller from liability for any injuries to paragins or property occurring companiency and other applicable maying load an enough and property setting any injuries to paragraph or property occurring during any buyer investigations or work done on the Property at Buyer's direction prior to Close Of Esorow. Selfer is advised that certain profections may be afforded Saller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement. 13. TITLE AND VESTING

A. Within the lime specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurence and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 148. The the Preliminary report and any other matters which may affect the are a contingency of this Agreement as specified in paragraph 14th, the company providing the Preliminary Report shell, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except bapks or other Institutional landers selling properties they acquired through foreclosure (RECs), corporations, and government entitles. Seller shell within 7 Days After Acceptance, give Escrow Folder a completed Statioment of information.

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; (1) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (II) those matters which Seller

Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title.

At Close Of Esprow, Buyer shall receive a grant deed conveying title (or, for stock adoperative or long-term lease, an assignment of stock derifficate or of Seller's leasehold inferest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's initials (Printing) (PAGE 5 OF 10) Seller's Initials (CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

Case 2:16-bk-21836-BR Doc 121-1 Filed 05/12/17 Entered 05/12/17 17:48:48 Desc Page 14 of 31 Part 2

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Pr	Property Address: 609 10TH STREET, SANTA MONICA 90405	•
	Property Address: 609 10TH STREET, SANTA MONICA, 90405 E. Buyer shall receive a CLTAVALTA "Homeowner's Policy of Title insurance", if applicable to the type of parall notify Buyer. A file company can provide information about the availability, coverage, and cost of the Formation and the Periods; REMOVAL OF CONTINGENCIES. (AND).	Date: March 8, 2017
	altered, modified or changed by mutual written agreement. Any removal of contingencies or can. Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC). A. SELLER HAS: 7 (or) Days After Acceptable to the contingencies or can.	ne periods may only be extended,
	either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC). A. SELLER HAS: 7 (or) Days After Acceptance to Tellow to Bernard C.A.R. Form CR or CC).	menanon under this paragraph by

either Buyer or seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 88(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller (c.Perform (C.A.R. Form NSF) may cancel this Agreement.

B. (1) BUYER HAS: 47 (or 40.) Days After Acceptance, unless otherwise agreed in Writing, to: (1) complete all Buyer Investigations.

to the two two two two two contents of the con of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

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

Property (C.A.R. Form RR), setter has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CO) of this Agreement, Buyer shall Deliver to Seller a or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 for a paragraph 14B(1), Whichever is later, to Deliver to Seller a removal of

the applicable conlingency or cancellation of the Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 14B(1) and before Seller dancels, if at all, oparticipation of contingency. Even site the right, in writing, to either the remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingencies. Once Buyer's written removal of all contingencies to Delivered to Seller, Seller may not cancel this

Agreement pursuant to paragraph 140(1).

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

[] REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency

Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker. SELLER RIGHT TO CANCELL

(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 confingency 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 Agraement. To such event, Seller shall authorize the return of Buyer's deposit, except for

resigning the Arment of the Parish of the Cancel of the Cancel Buyer Contract Obligations; Beller, after first delivering to Buyer a NBP, may cancel this Agreement If, by the time specified in this Agreement, Buyer does not take the following action(s): (I) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (II) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (III) Deliver a letter as required by paragraph 3A, or varification, or a satisfactory verification if Seller reasonably disapproves of the verification arready provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or items specified in 8B5; (v) Ratum Statutory and Lead Disclosures as paragraph 3B and 2TB; or (vIII) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 4DA(5); or (vII) Sign or initial a separate liquidated damages form for an increased deposit as required by such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

E. NOTICE TO BUYER OR SELLER TO PERFORM! The NBP or NSP shall. (I) be in writing, (II) be signed by the applicable Buyer or whichever occurs leafly to take the applicable action; A NBP or NSP shall. (I) be in writing. (II) be signed by the applicable Buyer or whichever occurs leafly to take the applicable action; A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable lime for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph. F. EFFECT OF BUYER'S REIMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation right, unless and other applicable information and disclosures perfaining to that contingency or cancellation right, or the inability to obtain financing.

G. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this the time specified in this Agreement, Buyer does not take the following action(s): (I) Deposit funds as required by paragraph 3A, or

cancellation right, or for the mapility to obtain mancing.

CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R., Form DCE). The DCE shall: (i) be Agreement, Buyer of Seller must have no the other Party at least 3 (or) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised.

EFFECT OF CANCELLATION ON DEPOSITS: If Buyer of Seller gives written notice of cancellation pursuant to rights only exercised under the ferms of this Agreement, the Parties agree to Sign-mutual instructions to cancel the sale and escrew and release deposits, if any to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrew. Except as specified below, release of funds will require mutual standard release instructions from the Parties, judicial decision or arbitration award, if alther Party falls to execute mutual signed release instructions from the Parties, located decision or aromation award, in ellipse rang rais to execute industrial instructions to cancel escrew, one Party may make a written demand to Escrew Holder for the deposit, (C.A.R. Form BDRD or SDRD). Escrew Holder, upon receipt, shall premptly deliver notice of the demand to the other Party. If, within to Days After Escrew Holder's notice, the other Party does not object to the demand, Escrew Holder's the deposit to the Party making the demand. If claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if an expensive penalty of up to \$1,000 for refusal to sign cancellation instructions if no good to the deposited funds (Civil Code \$1057.3).

RPA-CA REVISED 12/16 (PAGE 6 OF TO)



Property Address: 609 10TH STREET, SANTA WONICA, 20102

15. FINAL VERIFICATION OF CONDITION: Biyer shall have the right to make a final verification of the Property within 5 (or]) Days

Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (I) the Property is maintained pursued to paragraph 11; II) Repairs have been completed as agreed; and (III) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

to repaire man completed prior to final verification of condition unless otherwise agreed in willing. Repairs to be performed at: Remarks: repairs and parcompleted prior to met vermound experience and sequence and sequence of the complete with applicable Lew, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful marker with materials of quality governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful marner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall (I) obtain involves 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 involves and paid receipts

and statements to buyer prior to may vertication of condutor.

17. PROPATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Eacrow, real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Biliyen payments on bonds and assessments assumed by Buyer, and payments on Mello-Rops and other special Assessment District bonds and assessments that are now a assessments assumed by buyer, and payments on mellostops and ditter operal Assessment plants upon a accessments that are now a flee. The following items shall be assumed by Bayer WITHOUT CREDIT lowerd the purchase price: protated payments on Mello-Roos and differ Special Assessment District bonds and essessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (1) for periods after Clese Of Escrow, by Buyer, and reassessed upon country or ownership. Any suppremental as one shall be paid as follows. When periods are recently product, and captured and captured

A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate willten agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as

agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as SCOPE OF DUTY: Buyer and Seller acknowledge and that Seller or Buyer.

SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Diver.

Should accept; (II) Does not guarantee the condition of the Property; (III) Does not guarantee the performance, adequacy of completeness of inspections, services, products or repairs provided or made by Seller or others; (IV) Does not have an obligation on the Property, in common areas or areas of the site of the Property; (V) Shall not be responsible for identifying defects are visually observable by an inspection of reasonably excessible areas of the Property or are known to Broker: Ivil Shall not be responsible for inspection or permits concerning the on the Property, in common areas, or onalle unless such one case are visually observable by an inspection or reasonably successible for the Property (vii) 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 tocation 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; (bx) 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 activity. Buyer and Soller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

19. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Plarty shell so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the algorithm or inflitate of the representative identified in the RCSD appear on his Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an increase capacity (i) represents that the entity for which that party is acting that exists and (ii) shall beliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code \$18100:5), letters lestamentary, court order, power of altorney, corporate resolution, or formation documents of the business entity).

20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the Joint escrow instructions of Buyer and soller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 16A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the spotten tilled Real Estate Brokers on page 10. If a Copy of the separate compensation with Escrow Holder by Broker. Escrow Holder shall accord such agreements and pay out from Buyer's or Saller's harde or both, as applicable, the Broker's comparisation 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 theorem. Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with the Agreement, the general provisions will control as to the duties and obligations of Series Holder. only. Buyer and Saller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably only, buyer and delier will execute additional instructions, documents and forms provided by isserow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addends shall be delivered to Escrow Holder within 3 Days After

Acceptance (or). Buyer and Seller authorize Esonow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrew and for other purposes of eacrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow. Holder Signs this Agreement, Escrow Holder shall provide Seller's Statement of information to Title company when received from Seller, if Seller delivers an affidavit to Esprow Holder to satisfy Seller's FIRPTA obligation under paragraph 100, Esprow Holder shall deliver to Buyer a Qualified Substitute statement that compiles with federal Law.

(11) Buyer's Initials / RPA-CA REVISED 12/15 (PAGE 7 OF 10) Seller's Inilials (CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10) DoouSign Envelope ID: F2b3E448-C5FA-4750-8220-8B86F341C631

781 - 1 288E448-C61-A-4750-8220-8B86F341C691
C. Brokers are a party to the economy for the sole purpose of compensation pursuant to paragraph 18A, and paragraph D of the social milliad Real Estate Brokers on page 10. Bayer and Seller irrevocably assign to Brokers compensation specified in other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written Holder's payment to Brokers) of compensation pursuant to his Agreement. D. Upon receipf, Escrow Holder shall provide Seller and Compensation agreement.
pon receipt. Escrow Holder strail provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to Brokers (I) if Buyer's initial or enviadditional deposit or days naturally the following: Escrow Holder shall immediately with
delivered to Escrib Halfact affects any paragraph of this Agreement for the Agreemen
REMEDIES FOR BUYER'S BREACH OF CONTRACT.

delivered to Escrow Holder within 3 Days after mutual execution of the amendment. 21. REMEDIES FOR BUYER'S BREACH OF CONTRACT.

A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. LIGUIDATED DAMAGES: If Buyer falls to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, Judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION

22. DISPUTE RESOLUTION:

A. WEDIATION: The Parties agree to mediate any dispute or claim erising between them out of fills Agreement, or any resulting transaction, before resorting to arbitration or point aution through the C.A.R. Real Estate Mediation Center for Consumers dansaction, bettere respiring to enpiration of bourt action unough the C.A.R. real tratage insulation center for consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The (www.consumermediation.org) or inrough any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved, if, for any dispute or claim to which this paragraph applies, any Party (i) commences clivided equally among the Parties involved. It, 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 it they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C. B. ARBITRATION OF DISPUTES:

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

any count having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARBING 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 TIMEESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES'. 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 THE THE	AUTHORITY OF THE CALIFORNIA CODE OF CIVIL
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4.1	Guver's indicate ' ' A 1 1 '	ANDIRATION A
C.	ADDITIONAL MEDIATION AND ARBITRATION TERMS:	Seller's Initials 10 / 10
	(1) EXCLUSIONS: The following matters are	diation and arbitration: (f) a judicial or non-judicial foreclosure
	or other action or proceeding to account excluded from me	diation and arbitration: (I) a transfer
	Code 52095; (ii) an unlawful defended a deed of trust, i	diation and arbitration: (i) a judicial or non-judicial foreclosure mortgage or installment land sale contract as defined in Civil liter that is within the jurisdiction of a problem.
	bankrupicy dourt. ///	after that is within the impediation as defined in Civil
Buyers	Infiliate (1977) IV (1844)	mortgage or installment land sale contract as defined in Civil after that is within the jurisdiction of a probate, small claims or

RPA-GA REVISED 12/15 (PAGE 8 OF 10) Seller's initials (

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Description A. L. T.
Property Address: 609 10TH STREET, SANTA MONICA, 90400
Delle: March & 2017
recording of a notice of needlan action to preserve a statute of limitations of the mediation and arbitrario
(a) Brokers, based and a mechanics lien.
23. SELECTION OF Participating in mediation or arbitration shall not be invalided or arbitrate unless they agree to
Bioker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement. 23. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers "Providers". 24. WILLTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and whom choosing. 15. Listing Service of their own choosing.
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to the MLS a pending sale and the provided to the MLS a pending sale and the country of the pending sale and the provided to the MLS a pending sale and the
25. A TOTAL HOMERICA On terms approved by the MI S
25. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable allomey fees and costs from the non-prevailing Buyer or Seller. Buyer shall not assign all or any part of Buyer's inflerest in this Agreement, second as provided in paragraph 22A.
26. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's inflerest in this Agreement, the prevailing Buyer or consent of Seller to a specified assignee. Such consent shall not be unreasonably without first having obtained the separate written 27. Folial HOUSE Street of Buyer's obligations pursuant to this Agreement without first having obtained the separate written
relieve By Johnson Paragraph 2A.
relieve Buyer of Buyer's obligations pursuant to this Agreement unless of this Agreement without first having obtained the separate written 27. EQUAL HOUSING OPPORTUNITY: The Property is sold in compilance with federal, state and local anti-discrimination Laws. This is an offer to purchase the Property on the observation with federal, state and local anti-discrimination Laws.
28. TERMS AND CONDITIONS OF OFFICE.
disputes paragraph is incorporated in this Agreement if initiated by all Parties of the incorporated by incorporated in this Agreement if initiated by all Parties of the property for sale and to accept any other offer the property for sale and to accept any other offer at any initiation of accept any other offer at any initiation of accept any other offer at any initiation of accept any other offer at any initiation.
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addendum, If at least one but riot-all Parties initial, a counter offer is required until agreement in initialed by all Parties of the corporated by mutual agreement in a counter offer is required until agreement is reached. Seller has the right to counter offer is required until agreement is reached. Seller has the right to continue to acknowledge receipt of a copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted, and or modification, including any Copy, may be Signed in two or more contributed to the component of the confirmation. This Agreement is the confirmation of the component of the confirmation of agency relationships. If this offer is accepted, and Buyer the confirmation is agreed to the component of the co
definition of agency relationships, if the affect the story of the affect the
subsequently defaults. Buyer may be responsible for payment of Brokers' compensation. This Agreement and end and or modification, including any Copy, may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum Agreement, it terms are intended by the Parties as a final, complete and exclusive expression of their Agreement the readen writing, and may not be contradicted by evidence of any prior agreement of contradiction of their Agreement with respect to the prior agreement of contradiction of their Agreement with respect to the prior agreement of contradiction of their Agreement with respect to the prior agreement of contradictions of their Agreement with respect to the prior agreement of contradictions.
Agreement, its terms are intended by the Parties as a first
and may not be contradicted by evidence of any prior aureament of succession of their Agreement with respect to the
be interpreted and threating provisions will nevertheless be often full formatter.
be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specific full to be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement in Agreement is beld to it may be extended, amended, modified, altered or changed except as otherwise specified, this Agreement shall be extended, amended, modified, altered or changed except a state of California. Neither this Agreement shall be resolved in accordance when the Laws of the State of California. Neither this Agreement shall be resolved in accordance we are the contractive of the State of California.
be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement is Agreement shall be extended, amended, modified, altered or changed, except in writing State by Buyer and Salter. 30. DEFINITIONS: As used in this Agreement A. "Acceptance" means the little of California in the California in
recologiants means the time the offer or final counter offer to constitute
received by the other Parly of that Parlys authorized agent in accordance with the terms of this offer or a final counter offer is accepted in writing by a Parly and is delivered to and personally B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement C. "C.A.R. Form" means the most current version of the small parlies.
C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable formagreed to by the parties. D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of tills. Is proceed to by the parties.
D, "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded. E. "Copy" means copy by any means including photocopy, NCR, facilities and electronic. F. "Days" means calendar days. However, NCR, facilities and electronic.
F. LDIVE" WARMA WALAND TO A DESCRIPTION OF PROPERTY OF PROPERTY AND THE ADMINISTRATION OF THE PROPERTY OF THE
G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar days before the occurrence of the event specified, not counting the calendar days before the occurrence of the event specified, not counting the calendar date date on which the specified event is scheduled to accur. H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date. Calendar date on which the specified event is scheduled to occur. Deliver" "Deliverad" or "Delivery" delivers as a statute of the event specified, not counting the calendar.
h. "Deliver", "Delivered" or "Delivery", unless otherwise specified to write a second specified, not counting the calendar.
Buyer or Seller or the method event is scheduled to cour. Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, Buyer or Seller or the method used (i.e., messanger, mall; email; fax, other).
J. "Electronic Copy" or "Electronic Signature" months and fax, other).
without the same that electronic means will not be need by only an electronic copy or signature committee with the
K. "Law" means any law code at the other Party.
K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a sontrolling city, county, state or federal understands any repairs (including pest control), alterations to the content of integrity of this Agreement degletative, judicial or executive body or agency. L. "Repairs" means any repairs (including pest control), alterations to the content of means any repairs (including pest control), alterations to the content of means any repairs (including pest control), alterations to the content of means any repairs (including pest control), alterations to the content of means any repairs (including pest control), alterations to the content of means any repairs (including pest control), alterations to the content of means any repairs (including pest control).
L. "Repairs" means any repairs (including pest control), alterplane control
L. "Repairs" means any repairs (including past control), alterations, replacements, modifications or retrofitting of the Property provided for St. Experiments although a handwritten or electronic signature on a pasticular to the property provided for St. Experiments.
M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart. 31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is personally received by Buyer, or by who is authorized to receive it, by 5:00 PM on the thing the returned to Buyer unless the offer is Signed
by Seller and a Copy of the Signed offer is personally received by the deposit, if any, shall be refurned to Fune uplease to the
One or more Brivers to advantage (date).
One or more Buyers is eigning this Agreement in a representative capacity and not for him/herself as an individual. See attached by 100 and 10
Date 3/8/2017 Form RCSD-B) for additional terms,
Print 1826 FOSANNA WONG
rinthame) CHARLES WONG
Additional Signature Addendum attached (C.A.R. Form ASA).
Parth Desper Advers to the second
PA-CA REVISED 12/15 (PAGE 9 OF 10) CALLEGEMYA THORSES
Producer with the control of the con
TAGE 9 (7) 18970 Filteen Mile Road, France, Michigan 20026 Massackilloides company

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DocuSign Envelope ID: F293E448-C6FA-4750-8220-8B55F3410631 Property Address: 609 16TH STREET, SANTA MONICA, 60403 32 ACCEPTANCE OF OFFER! Seller warrante that Seller is the owner of the Property, or her the authority to execute this Agreement. Accepte the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Bayer. M (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO of SMCO) DATED: One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms. (Print name) ABRAHAM BEROOKHIM Date AGITH SELLER (Print name) PARTO P. BEROOKUM Additional Signature Addendum attached (G.A.R. Form ASA).) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer's authorized agent on (date)

[] AM/ [] PM. A binding Agreement is greated when a Copy of Signed Acceptance is personally received by (Initials) Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally regulred in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred. REAL ESTATE BROKERS: A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller. Real Estate Brokers are not parties to the Agreement between buyer and sener.

Agency relationships are confirmed as stated in paragraph 2.

If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay cooperating broker (setting Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in excrow, the amount specified in the MLS, provided Cooperating Broker is a Paulicipant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker as a requirement or the MLS in which the Property is offered for sale or a reciprocal MLS, if which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists. Real Estate Broker (Selling Firm) HILTON & HYLAND By | I Uplants (ASCANO ALPHONS ALPHONSO LASCANO CAIBRE LIC. # DITT CalBRE 1205.4118088 LUDANU ABAZIST Address Calere Lie.# Date Telephone City Date Real Estate Broker (Listing Firm) HILTON & HYLAND State Zip E-mall E. FARRUGIA CAIBRE LIG. # 01723550 CalBRE Lic. # 0116088 la. Address 250 No. Date Calere Lig. #. Addrése <u>260 VC woon Dr</u> Telephone (610)27)-3311 Dále City Bearenty Hills State CA Zip <u>90210-5322</u> ESCROW HOLDER ACKNOWLEDGMENT E-mail Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, 🔲 a deposit in the sinjectint of L Seller's Statement of Information and supplemental escrow instructions and the terms of Escrow Holder's general provisions. and agrees to act as Escrow Holder subject to payagraph 20 of this Agreement, any Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is By Address Escrow# Phone/Fux/E-mail Escrow Holder has the following license number # Department of Business Oversight, Department of Insurance, Bureau of Real Estate. PRESENTATION OF OFFER: (
Broker or Designee Initia Listing Broker presented this offer to Seller on REJECTION OF OFFER: ((date).). No counter offer is being made. This offer was rejected by Seller an ©1991-2015, California Association of REALTORS®, inc. United States copyright isw (Tills 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or say portion thereof, by photocopy machine or any other means, including facsimile or computatized formatis.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (CA.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY TRANSACTIONS, IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. RPA-CA REVISED 12/15 (PAGE 10. of 10) Buyers billas Reviewed by CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-GA PAGE 10 OF 10) Produced with sip Forman by stocking 18070 Fifteen Mile Road; Fraser, Michigan 16026 www.sipi.oell.segm

609 10th street

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Exhibit B

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the "AGREEMENT") is made by and between Abraham Berookhim ("A. BEROOKHIM"), and Carol Coote (the "PLAINTIFF"); A. BEROOKHIM and the PLAINTIFF together are the "PARTIES," and each a "PARTY."

I. RECITALS

- A. A. BEROOKHIM filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "BANKRUPTCY CODE") on September 4, 2016 (the "PETITION DATE"), Case No. 2:16-bk-21836-BR (the "BANKRUPTCY CASE") pending in the United States Bankruptcy Court, Central District of California, Los Angeles Division, the Hon. Barry Russell, presiding (the "BANKRUPTCY COURT").
- B. Prior to the PETITION DATE, PLAINTIFF filed that case entitled "Carol Coote v. Jeremy Stanton, et al.," Case No. SC 124598, the Hon. Judge Nancy Newman, presiding ("SUPERIOR COURT CASE"). By order entered on November 30, 2016, PLAINTIFF received relief from stay to continue to prosecute such superior court case not only against Jeremy Stanton, but also against A. BEROOKHIM.
- C. On February 15, 2017, the PLAINTIFF filed proof of claim No. 9 in this case in the amount of \$400,000.00 based on the SUPERIOR COURT CASE (the "CLAIM").
- D. A. BEROOKHIM filed a motion to establish procedures for the sale of his real property commonly known as 609 10TH St., SANTA MONICA, CA 90402 APN No. 4280-024-032 (the "PROPERTY") and a motion for sale of such PROPERTY on April 11, 2017. The Debtor concurrently filed applications for an order shortening time to hear each of such two motions. The Court denied the applications and instead set only a hearing on the Debtor's motion for sale procedures on May 16, 2017 at 2:00 PM.
- E. On April 25, 2017, the BANKRUPTCY COURT held a status conference and a hearing on approval of the Debtor's Disclosure Statement Describing the Debtor's Chapter 11 Plan of Reorganization.
- F. At the status conference, the BANKRUPTCY COURT stated that it would convert A. BEROOKHIM's BANKRUPTCY CASE to one under Chapter 7, but agreed to hold the conversion order in case A. BEROOKHIM and the PLAINTIFF reached resolution of the CLAIM and, necessarily, the SUPERIOR COURT CASE by no later than May 9, 2017, and inform the Court of such settlement and the Court would refrain from entering an order converting the BANKRUPTCY CASE to one under Chapter 7 of the BANKRUPTCY CODE.

II. PROVISIONS

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NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual agreements, covenants and releases set forth herein, and for other good and valuable consideration, the sufficiency and adequacy of which is acknowledged by the parties, the Parties hereto agree as follows:

1. Recitals.

The recitals contained in paragraphs A through F, above (the "RECITALS"), are an integral part of this AGREEMENT, and are incorporated herein by reference.

2. Rules of Construction.

The following rules of construction govern and apply to the interpretation and construction of this AGREEMENT:

- 2.1. Each Party acknowledges that it has participated in the drafting of this AGREEMENT and reviewed the terms of the AGREEMENT and, as such, no rule of construction shall apply in any interpretation of this AGREEMENT which might result in this AGREEMENT being construed in favor of or against any party, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the drafting party.
- 2.2. The underscored word or words appearing at the commencement of sections of this AGREEMENT are intended only as a guide and are not intended, and should not be construed, as controlling, enlarging, restricting, explaining or modifying, in any manner, the language or meaning of those sections or subsections.

3. Payment and Sale and Support of Sale of PROPERTY.

The **DEFENDANT** shall pay to the **PLAINTIFF** the total amount of \$210,000 ("SETTLEMENT AMOUNT").

The payments required under this AGREEMENT shall be made as follows:

a. \$50,000 in immediately available funds shall be paid to the PLAINTIFF by May 11, 2017. Said sum of \$50,000 shall act as a nonrefundable down payment with the remaining payment of \$160,000 due toward the settlement as referenced hereinbelow, and is being made in contemplation of a full settlement between the PARTIES in the amount of \$210,000. As stated below, a partial release for \$50,000 only shall be given by the PLAINTIFF to A. BEROOKHIM and his wife PARTO BEROOKHIM ("P. BEROOKHIM") (A. BEROOKHIM and P. BEROOKHIM are collectively referred to herein as "DEFENDANTS") with respect to the \$50,000 upon the payment thereof and the full and complete execution of this AGREEMENT. If the settlement is not finalized, then the nonrefundable \$50,000 down payment shall be used as an offset against amounts owed by DEFENDANTS to the PLAINTIFF.



b. \$160,000 shall be paid to the PLAINTIFF from the net proceeds of the sale of the PROPERTY, to be paid directly from escrow to PLAINTIFF at the close of escrow on the sale of the PROPERTY. The PLAINTIFF shall not object to and support an order of the BANKRUPTCY COURT for the sale of the PROPERTY on an expedited basis and without the need for sale or overbid procedures, so long as the sale motion complies fully with and incorporates the terms of this Agreement respecting the sale of the property and payment to PLAINTIFF. Upon payment of the \$160,000 balance due under the settlement, the approval of the good faith settlement by the SUPERIOR COURT, and the completion of PLAINTIFF'S discovery related to DEFENDANTS specifically described herein within the deadlines provided herein, the PLAINTIFF and DEFENDANTS will give full mutual releases, and the PLAINTIFF will file a Request for Dismissal of the DEFENDANTS A.

BEROOKHIM and P. BEROOKHIM only (and only the Defendants, and no other defendants in the SUPERIOR COURT CASE) from the SUPERIOR COURT CASE.

4. Remaining Discovery in the SUPERIOR COURT CASE.

DEFENDANTS agree to provide full, complete, and accurate responses by May 17, 2017 to all pending discovery, including without limitation all responsive documents, and the PLAINTIFF reserves the right and DEFENDANTS agree to submit to the PLAINTIFF taking their depositions prior to PLAINTIFF'S duty herein to file a Request for Dismissal of the DEFENDANTS A. BEROOKHIM and P. BEROOKHIM from the SUPERIOR COURT CASE. The PARTIES agree that PLAINTIFF may seek sanctions in relation to PLAINTIFF'S discovery efforts if DEFENDANTS do not comply with their obligations regarding discovery set forth herein.

5. Bankruptcy Issues.

The PARTIES agree to cooperate with each other to defer entry of the order of conversion of the BANKRUPTCY to chapter 7 until completion of the terms of the settlement within the time deadlines set forth herein. The PLAINTIFF reserves the right in her sole discretion to request entry of the conversion order if the sale motion is not filed by May 12, 2017 or the PROPERTY is not sold and PLAINTIFF paid in full from escrow by June 7, 2017. The June 7 deadline may be extended with PLAINTIFF's consent, which shall not be unreasonably withheld, only if the BANKRUPTCY COURT is unable, through no fault of DEFENDANT, to hold a hearing on the sale prior to the June 7th deadline. The PLAINTIFF agrees, however, to take no action to impede the resolution of the SUPERIOR COURT CASE until the sale of the **PROPERTY** has been completed within the time deadlines provided herein and the entirety of the SETTLEMENT AMOUNT (\$210,000) has been paid to the PLAINTIFF. The **PLAINTIFF** will agree that **DEFENDANT** may dispense with the overbid process regarding the sale of the PROPERTY and will support the sale of the PROPERTY in BANKRUPTCY COURT, so long as the sale and settlement motions, including the timing and payment terms thereof, are consistent with the terms of the PARTIES' agreement as stated herein. In addition, the PLAINTIFF will support the dismissal of the BANKRUPTCY CASE after it has received the SETTLEMENT AMOUNT.

6. Good Faith Settlement.

DEFENDANTS agree to immediately file a motion seeking court approval of the good faith settlement of the CLAIM, including seeking such approval via an *ex parte* application, if necessary, to meet the time deadlines provided herein.

7. Release of Claims.

Except with respect to the PARTIES' respective rights and obligations under this AGREEMENT, DEFENDANTS and their heirs and assigns, do hereby release and discharge (partially upon payment of the \$50,000 down payment toward the SETTLEMENT AMOUNT, and fully upon payment of the \$160,000 toward the SETTLEMENT AMOUNT) the PLAINTIFF, and her heirs, attorneys, agents and assigns, and each of them, and the PLAINTIFF, and her heirs and assigns, do hereby fully release and discharge DEFENDANTS, and their heirs, attorneys agents and assigns, of any and all claims, actions, and causes of action, of any kind or nature whatsoever, in law, equity, or otherwise, whether fixed or contingent, whether now known or unknown, whether suspected or unsuspected, and whether concealed or hidden which the PARTIES now have or may at any time hereafter claim to have had against each other, that relate to any matter, transaction, or thing whatsoever occurring prior to the date hereof arising out of the subject matter of the SUPERIOR COURT CASE, including, but not limited to, the CLAIM.

8. Final Release and Bar.

The PARTIES hereto hereby acknowledge that it is their intention that this AGREEMENT shall be effective as a full and final release of and as a bar with prejudice to each and every claim that each of the parties have respectively agreed to release against the other in accordance with Section 7 of this AGREEMENT, with the understanding and agreement that PLAINTIFF'S release (other than the \$50,000 claim reduction, which shall become effective upon PLAINTIFF's receipt of the \$50,000 nonrefundable deposit) shall only become effective upon DEFENDANTS' full and timely performance of all obligations under this AGREEMENT, including PLAINTIFF's receipt of the \$210,000 SETTLEMENT AMOUNT on the terms and time deadlines provided herein. In connection with such waiver and relinquishment, the PARTIES acknowledge that they or their attorneys may hereafter discover facts different from or in addition to the facts that they now know or believe to be true with respect to the subject matter of this AGREEMENT, but that it is their intention to hereby fully, finally, absolutely, and forever release any and all applicable claims that the parties have respectively agreed to release pursuant to Section 7 above, which now do exist, may exist or heretofore have existed between each against the other, and that in furtherance of such intentions the release as given herein by the parties, shall be and remain in effect as a full and complete release of the respectively claims released in Section 7 above, notwithstanding the discovery of any such different or additional facts.



Notwithstanding the discovery of any such additional or different facts, the parties certify that they have read Section 1542 of the California *Civil Code* set forth below:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PARTIES DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE PARTIES.

The **PARTIES** hereto, do hereby waive application of Section 1542 of the California *Civil Code* and any other statutes, common law rights, rules or the like which may operate to limit the intent of this **AGREEMENT** with respect to the claims released in Section 7 above. The parties understand and acknowledge the significance and consequence of this waiver of Section 1542 of the California *Civil Code* is that even if they should eventually suffer additional damages on account of the claims released in Section 7 above, they will not be permitted to make any claim for such damages.

9. Request for Authorization from BANKRUTPCY COURT for Sale of the PROPERTY.

A. BEROOKHIM, through counsel, shall file a motion by no later than May 12, 2017 for an order authorizing the sale of the PROPERTY and shall request a hearing to be held by no later than June 7, 2017 (the "SALE MOTION"). The SALE MOTION shall request authorization to pay the balance of \$160,000 of the SETTLEMENT AMOUNT out of escrow from the net proceeds of the sale of the PROPERTY. If the Court does not set the SALE MOTION for hearing by no later than June 7, 2017, PLAINTIFF's consent to extend such deadline solely for the purpose of accommodating the Court's calendar shall not be withheld unreasonably.

10. Covenant Not to Sue.

The PLAINTIFF, and DEFENDANTS, hereby covenant and agree that they will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit action or other proceeding against each other, based on, arising out of, or in connection with the claims released in Section 7, above. Notwithstanding the foregoing, nothing contained in this AGREEMENT shall preclude the PLAINTIFF and DEFENDANTS from exercising their respective rights in the event the other party breaches any of its obligations under this AGREEMENT.

11. Denial of Liability.

Liability for any claims that the PLAINTIFF and DEFENDANTS have asserted or may have asserted is denied by the PLAINTIFF and DEFENDANTS. This AGREEMENT is a



compromise of disputed claims and shall never be construed as an admission of liability or responsibility for any purpose by either party.

12. Representations and Warranties.

Each of the PARTIES represents, warrants, and agrees as to himself or herself as follows:

- A. No PARTY (nor any officer, agent, employee, representative, or attorney of or for any Party) has made any statement or representation to any other PARTY regarding any fact relied upon in entering into this AGREEMENT, and each PARTY does not rely upon any statement, representation or promise of any other PARTY (or of any officer, agent, employee, representative or attorney for the other PARTY), in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.
- B. Each PARTY to this AGREEMENT has made such investigation of facts pertaining to this settlement and this AGREEMENT and of all the matters pertaining thereto as it deems necessary.
- C. Each PARTY has read this AGREEMENT and understands the contents hereof.
- D. Each PARTY has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this **AGREEMENT**.
- E. Each PARTY will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this AGREEMENT.
- F. The PLAINTIFF and the DEFENDANT hereby represent and warrant to each other that as of the date of execution of this AGREEMENT;
 - 12.1 The PLAINTIFF and the DEFENDANTS, have consulted with or have had the opportunity to consult with an attorney of their choosing, and each of them has carefully read this AGREEMENT, fully understands the AGREEMENT and its terms and provisions, and each of them is relying upon legal advice in entering into this AGREEMENT voluntarily.
 - 12.2 The PLAINTIFF and the DEFENDANTS have each made such investigation of the facts and matters pertaining to this AGREEMENT and settlement of the SUPERIOR COURT CASE and the CLAIM, respectively, as each of them has deemed necessary.
 - 12.3 Except for the statements, representations and promises contained in this AGREEMENT, the parties hereto are not relying upon any statement, representation, or promise from the other party hereto or any of the other party's agents, employees, representatives, or attorneys in entering into this AGREEMENT.



- 12.4 Each person executing this AGREEMENT on behalf of a party hereto has been duly authorized to execute this AGREEMENT on behalf of the party and to bind the party to the terms and provisions of this AGREEMENT by appropriate appointment, delegation of authority, corporate by-laws or board resolutions.
- 12.5 As to the matters addressed herein, this AGREEMENT is intended to be final and binding upon the parties hereto, regardless of any mistake of fact or law made by the parties hereto. The PLAINTIFF and the DEFENDANTS all assume the risk of any mistake of fact or law in relation to this AGREEMENT and may not set aside this AGREEMENT, or any portion thereof based on the subsequent discovery of any such mistake of fact or law.
- 12.6 To the best of **A. BEROOKHIM**'s knowledge and belief, the **PROPERTY** has at least \$160,000 in net equity. **A. BEROOKHIM** warrants and represents that he has a qualified, arms-length buyer for the property who has good funds and is ready to close for a price far in excess than what is needed to pay **PLAINTIFF** the \$160,000 payment from escrow as referenced herein.
- 12.7 **DEFENDANTS** warrant and represent that the initial \$50,000 of the **SETTLEMENT AMOUNT** comprising the nonrefundable down payment is not being paid from assets of the estate of the **BANKRUPTCY CASE**, but by Truck Insurance Exchange.

13. Complete Agreement.

This AGREEMENT contains the entire agreement between the PARTIES with respect to the matters addressed in this AGREEMENT and the AGREEMENT supersedes all prior agreements, written or oral. Should a dispute arise under this AGREEMENT, neither the PLAINTIFF nor the DEFENDANTS may introduce evidence of any alleged prior or contemporaneous agreements or understandings to alter the terms of this AGREEMENT.

14. No Oral Modifications.

This AGREEMENT may be amended only in a writing signed by all PARTIES.

15. Retention of Jurisdiction.

The COURT and the BANKRUPTCY COURT shall retain exclusive jurisdiction to resolve any controversy or claim arising out of or relating to this AGREEMENT.

16. Attorneys' Fees and Costs.

The PLAINTIFF and the DEFENDANTS shall each bear their own costs and attorneys' fees, if any, with regard to any aspect of the CLAIMS against the DEFENDANTS, including



with respect to the ACTION and the drafting, negotiation and execution of this AGREEMENT. However, the PLAINTIFF and the DEFENDANTS agree that in the event of any legal or equitable action or arbitration proceeding required to enforce or defend this AGREEMENT, the prevailing party as that term is defined by California Civil Code § 1717, shall be entitled to an award of its attorneys' fees, costs, and expenses incurred in connection with the enforcement or defense of this AGREEMENT, in addition to any other damages it may suffer as a result of the violation or breach of this AGREEMENT, or other relief to which it may be entitled.

17. Successors.

This AGREEMENT shall bind and inure to the benefit of the PARTIES hereto and their respective successors, predecessors and assigns.

18. Severability.

Should any provision of this AGREEMENT be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect.

19. Governing Law.

This **AGREEMENT** shall be construed and governed by the laws of the State of California.

20. Counterparts.

This AGREEMENT may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. This AGREEMENT shall not be binding until signed by all PARTIES.

21. Further Assurances.

The PLAINTIFF and the DEFENDANTS hereby agree, on request of the other PARTY hereto, to perform all acts reasonably necessary, including execution of further documents, to effectuate the intent of this AGREEMENT.

[Signatures On Following Page]



DATED: May 11, 2017 Thomas Phillips, Attorney for Defendants Abraham Berookhim and Parto/Berookhim DATED: May 11, 2017 Corns Kahn, Attorney for Plaintiff Carol Coote DATED: May 11, 2017 Leslie Cohen, Attorney for Plaintiff Carol Coote	
Thoises Phillips, Attorney for Defendants Alyaham Reroukhim and Parto Berookhim DATED: May 11, 2017 Giovanni, Orantes, Attorney for Defendant, Abraham Berookhim DATED: May 11, 2017 Abraham Berookhim, Defendant DATED: May 11, 2017 Parto Berookhim, Defendant Coris Kehn, Attorney for Plaintiff Carol Coote DATED: May 11, 2017 Leslie Cohen, Attorney for Plaintiff)
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DATED: May 11, 2017 Leslie Cohen, Attorney for Plaintiff Gairol Coote	
DATED: May 11, 2017 Lesue Conce, Anorocy for Franchis Carol Coots	manifec t
	,
DATED: May 11, 2017 Carol Cooks, Plaintiff	rpanit
DATED/May 11, 2017 Lance M Shevens, for Truck Insurance. Exchange	17



IN WITNESS WHEREOF, the parties hereto have executed this SETTLEMENT AGREEMENT AND RELEASE.

DATED: May 11, 2017	Thomas Phillips, Attorney for Defendants Abraham Berookhim and Parto Berookhim
DATED: May 11, 2017	Giovanni Orantes, Attorney for Defendant Abraham Berookhim
DATED: May 11, 2017	Abraham Berookhim, Defendant
DATED: May 11, 2017	Parto Berookhim, Defendant
DATED: May 11, 2017	Corin Kahn, Attorney for Plaintiff Carol Coote
DATED: May 11, 2017	Leslie Cohen, Attorney for Plaintiff Carol Coote
DATED: May 11, 2017	Carol Coote, Plaintiff
DATED: May 11, 2017	Lance M Stevens, for Truck Insurance Exchange

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DATED: May 11, 2017	•	
•	Thomas Phillips, Attorney for Defendants Abraham Berookhim and Parto Berookhim	
DATED: May 11, 2017	Giovanni Orantes, Attorney for Defendant Abraham Berookhim	
DATED: May 11, 2017	Abraham Berookhim, Defendant	
DÁTED: May 11, 2017	Parto Beroekhlin, Defendant	
DATED: May 11, 2017	Corin Kehn, Attorney for Plaintiff Carol Coote	
DATED: May 11, 2017	Leslie Cohen, Attorney for Plaintiff Carol Coote	
DATED: May 11, 2017	Carol Coote, Plaintiff	
DATED: May 11, 2017	Lance M. Stevens, for Truck Insurance Exchange	

Ca

IN WITNESS WHEREOF, the parties hereto have executed this SETTLEMENT AGREEMENT AND RELEASE.

DATED: May 11, 2017	Thomas Phillips, Attorney for Defendants Abraham Berookhim and Parto Berookhim
DATED: May 11, 2017	Glovanni Orantes, Attorney for Defendant Abraham Berookhim
DATED: May 11, 2017	Abraham Berookhim, Defendant
DATED: May 11, 2017	Parto Berookbum, Defenciant
DATED: May 11, 2017	Corin Kahn, Attorney for Plaintiff Carol Coote
DATED: May 11, 2017	Leslie Cohen, Attorney for Plaintiff Carol Coote
DATED: May 11, 2017	Carol Coote, Plaintiff
DATED: May 11, 2017	Lance M Stevens, for Truck Insurance Exchange

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DECLARATION OF ALPHONSO LASCANO

I, Alphonso Lascano, declare:

- 1. I am over 18 years of age and as a licensed real estate broker represent the Debtor, Abraham Berookhim, in marketing and sales efforts for his real property at 609 10th Street, Santa Monica, California (the "Property"). I know the facts in this declaration of my personal knowledge, so that if I were called as a witness I could and would testify competently as I do in this declaration.
- 2. Attached and marked Exhibit "1" is a true and correct copy of my resume. As indicated in the resume, I have been licensed by the California Department of Real Estate since 2006.
- 3. Attached and marked Exhibit "2" is a true and correct copy of the Representation Agreement between Hilton & Highland and the Debtor, dated January 24, 2017.
- 4. I am employed by Hilton & Hyland, 250 North Canon Drive, Beverly Hills, California, a large brokerage that specializes in real estate investments and services and has long experience with luxury residential properties in Southern California and particularly in Santa Monica, such as the Property.
- 5. With a fellow broker, Bjorn Farrugia, who is also employed by Hilton & Hyland, I have arranged for and participated in multiple methods of marketing the Property, as described further below.
- 6. Our extensive marketing efforts resulted in hundreds of inquiries, requests for information, and oral expressions of interest.
- 7. The current offer to purchase the Property is for \$4,700,000.00 the original contract price of \$4.5 million plus the sale of all chandeliers, all light fixtures, curtains and Hasam painting for \$200,000. Attached and marked as Exhibit "A" (as in Mr. Berookhim's declaration) is a true and correct copy of the March 8, 2017 Purchase Agreement which I participated in negotiating on the Debtors' behalf.
- 8. Mr. Farrugia and I worked long hours over a few months, devoting our own and our brokerage's available resources, to obtain the offers described above, in order to ensure that the

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Property was thoroughly, continuously and carefully marketed, to as wide a market as possible, in order to obtain the highest and best price on the best terms possible.

- 9. Based on my years of professional experience and my months of familiarity with the Property and the efforts, mine and Mr. Farrugia's, to market and sell the property, I believe the \$4.5 million plus the sale of all chandeliers, all light fixtures, curtains and Hasam painting for \$200,000 price and the terms as set out in the current Purchase Agreement are in the best interest of the bankruptcy estate, representing a good price not likely to be exceeded in any significant way in current market condition.
- 10. I believe the \$4.5 million plus the sale of all chandeliers, all light fixtures, curtains and Hasam painting for \$200,000 price is good, and probably the best we will obtain that is likely to close, in that we have been working hard on selling the Property since we commenced representation of Mr. Berookhim in January 2017.

Among other services:

- We inspected the Property carefully, noting its physical condition whether A. there were any issues, such as deferred maintenance of the Property, and estimating what prospective buyers might calculate as costs of maintaining or improving the Property:
- В. We evaluated the Property's amenities, its zoning, its proximity or distance from other infrastructure in Santa Monica and the surrounding area, its state of repair and maintenance needs, the income that it has generated in the past, and all conditions at and near the Property that could affect its value;
- C. We can vassed the Property's neighborhood and other properties in the vicinity, similar and dissimilar, as part of our efforts, after consultation with our clients, the Berookhims, to arrive at a fair price and a price that would attract good purchase offers;
- D. We compared the Property to others, again, to arrive at the right price that would maximize the Property's sale price, and we took affirmative steps to contact hundreds of persons and entities with information about the Property, using the internet and internal systems at the brokerage for disseminating information, as well as cold calling by telephone, among other methods for generating interest in the Property;

- E. We have gone to the Property in person with other real estate professionals representing prospective buyers and shown the Property and discussed possible sales;
- F. We were able to attract some very good offers for the Property, all of which we tried to move toward the close of escrow, and in many cases, we were able to negotiate and obtain removal of the buyer's contingencies; and
- G. Most of this work was my own and my partner's personal efforts as experienced brokers, work whose duration I estimate to be several dozens of man-hours, hours that include my own work and the work of my partner on this deal, Mr. Farrugia, as well as the work of several persons on staff at the brokerage whom we supervised and directed.
- 11. I believe the current \$4.7 million price is good and likely the best we could obtain for this additional reason, that we used virtually every method of marketing the Property available to us, among others:
 - A. Hilton & Highland also has an internal system for disseminating information about a property to the firm's other agents and brokers, and this too was used to spread the word about the Property and generate interest and leads that might result in a sale;
 - B. The Hilton & Highland website was used to feature the Property as well, so that it would be advertised for sale to a broad spectrum of potential buyers, including those who have dealt with the firm in the past and anyone who might be interested in properties handled by Hilton & Highland; and
 - C. Our marketing efforts included e-mail blasts to a wide range of prospective purchasers and cold calls to persons who the brokerage and Mr. Farrugia and I believed would have some interest in a property like the Property at issue here.
- 12. In light of all of our efforts and the professional experience that guided them, I believe that the Property's current market value is approximately the amount offered by the current prospective buyer, \$4.5 million plus the sale of all chandeliers, all light fixtures, curtains and Hasam painting for \$200,000, so that closing the transaction with the proposed buyers, Rosanna

and Charles Wong, is very likely to maximize the amount of money that can be obtained by the Debtor.

- 13. I understand that the Debtor having filed a petition under Chapter 11 will seek approval of the sale to the current buyer from the court, and that the court must also approve my compensation from the prospective sale. It is my understanding that Debtor's counsel presented a motion for approval of my employment. As of the date of filing this Motion, counsel for Debtor has not received any objections.
- D. To the best of my knowledge, neither Hilton & Hyland nor I have any connection with the Debtor or persons who may be employed by the Debtor; nor do I and my firm have any connection with the Debtor's creditors, or any other party in interest, or their respective attorneys or accountants. I and my firm are disinterested persons within the meaning of 11 U.S.C. §101(14). Furthermore, I and my firm have no interest adverse to the Debtors or their estate in accordance with 11 U.S.C. §327. My firm and I are not creditors of the estate and were not owed any funds by the Debtor pre-petition.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed on April 11, 2017

Wphonso Lascano

Exhibit "1"

ALPHONSO LASCANO

317 N Alta Vista Ave, Monrovia, CA 91016 | alphonsolascano@gmail.com | 818.800.8848

EDUCATION

University of Southern California Bachelor of Science, Administration and Management, General Bachelor of Science, Finance

1992-1995

EXPERIENCE

Hilton & Hyland

March 2014 to Current

Asscoclate Broker

- Specialize in luxury homes in the Santa Monica, Brentwood, Beverly Hills, and Westside area.
- Over past three years have sold over \$50M in revenue each year

Deasy & Penner

January 2013 to March 2014

Broker Associate

Specialized in Westside, Santa Monica, & Pasadena homes.

Team Rock Properties

March 2010 to December 2012

Broker

Specialized in Westside homes

Independent Broker

June 2006 - March 2010

• Specializes in homes in the Pasadena, Monrovia, and San Gabriel Valley

LANGUAGES

Spanish

English

CERTIFICATIONS

Broker License: #01723550

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Exhibit "2"

Date Prepared: 01/24/2017			Allin
1. EXCLUSIVE RIGHT TO SELL:	ABRAHAM BEROOKHIM, PARTO	PREPAREIRA	• [14/1
HEIDO EMPIONE SEA Aronto		- AUXIL 30 7.01	("Seller")
the coal date January 24, 2017	######################################	1660 24 DAY 7	
the exclusive and irrevocable right to sell	or exchange the real property described as it	109 10TH STREET	("Listing Period")
the thinks did now think do not not be a second to the second to the second the second to the second	A SHIMMED IN	CARPARANA	A
(County),	California, 90402 (Zip Code), Assessor	's Parcel No Azzon	
This Property is a manufactured (mobile	o) home. See addendum for additional terms.	72000	24032 ("Property").
was the same and de fall at a	ey nome. See addendum for additional terms. probate, conservatorship or guardianship. See	addendum for addition	al tarma
		addition addition	iai terms.
A. The listing price shall be: Four Million	1. Nine Hundred Ninety-Five Thousand		
Et Hallan T	0	ollars (\$ 4,995,000,00	and the same of th
Listing Telms: WHEN PROPERTY IS	SOLD WE WILL GIVE \$2,000 TO BOB HOR	OWITZ	
	SOLD WE WILL GIVE \$2,000 TO BOB HORE THE PORT OF THE STREET	2. 110 12/	*****************
COMPENSATION TO BROKER:		With a free to	A CONTRACTOR OF THE PARTY OF TH
Notice: the amount or rate of real esta	te commissions is not fixed by law. They	are not by analy that	
may be negotiable between Seller and B	te commissions is not fixed by law. They iroker (real estate commissions include all opensation for services irrespective of account	companeation and ta-	or individually and
A. Seller agrees to pay to Broker as comp	roker (real estate commissions include all pensation for services irrespective of agency reement is entered into of the purchase release	alating nonacraphical	es to Broker).
of the listing price (or if a purchase agr	pensation for services irrespective of agency r eement is entered into, of the purchase price)	or Light St. amer 5	zi
AND AND	The second of th	1 V. [] 4	4,5 110 19
try it during the Listing Period, or any	extension, Broker, cooperating broker, Selle	er or any other nessa	, as iollows:
willing, and able buyer(s) whose off	er to purchase the Property on any price and is prevented from doing so by Seller (Problem	terms is acconted by	College manufacture.
buyer completes the transaction or	Is prevented from doing so by Seller. (Broke see during or after the expiration of the Lietus)	r is entitled to compar	geller hipvided the
OP (2) It will be a second offer close	see during or after the expiration of the Listing in after the end of the Listing in a list	Period, or any sytensia	sation whether any
OR (2) If within 180 calendar days (a	a) after the end of the Listing Period or any ext	tension: or (b) after one	t nannallation of this
Agreement, unless otherwise agree	d, Seller enters into a contract to sell, convey, at person's related entity: (i) who sheet sells are	lease or otherwise tran	refer the Comment to
the Lister Paris de Buyer") or the	at person's related entity: (i) who physically en by Broker of a cooperating broker or (ii) to	itered and was shown	the Present during
submitted to Salar and extension	at person's related entity; (i) who physically en by Broker of a cooperating broker; or (ii) for offer to acquire, lease, exchange or obtain a	r whom Broker or any	cooperating backs
shall have no obligation of writter	to by broker or a cooperating broker; or (ii) for a offer to acquire, lease, exchange or obtain a under paragraph 3A/2) unless not letter the	in option on the Proper	ty Sallar however
arial riave no obligation to Broker	under paragraph 3A(2) unless, not later the solven Seller a written notice of the names of	an the end of the Lie	ting Ported or one
OR (3) If without Broker and a walter	s given Seller a written notice of the names of	such Prospective Buve	are
transformed or made comments to the	s given Seller a written notice of the names of consent, the Property is withdrawn from sall by a voluntary act of Seller during the Lighter B	le, conveyed, leased	rentert otherwise
R. If completion of the pate is a server to	by a voluntary act of Seller during the Listing P	eriod, or any extension	Terrida, Offierwise
heen somed under comment the start	party to the transaction other than Seller, then the payable only if and when Seller artists of	compensation which off	herwise would have
otherwise and then in an array	be payable only if and when Seller collects do the lesser of one-half of the demagns recover	amages by suit, arbitra	alian settlement or
deducting title and occour system and the	o the lesser of one-half of the damages recover the expenses of collection, it any	ared or the above come	densation after firet
deducting title and escrow expenses and t C. In addition, Seller agrees to pay Broker:	ne expenses of collection, if any.	44111/	
D. Seller has been advised of Dreverte and	The state of the s		
(1) Broker is authorized to construct with	regarding cooperation with, and the amount of	compensation offered to	o, other brokers
by offering to MIS brokers out of the	h and compensate brokers participating through the hand compensate brokers participating through the compensation specified to 34 patterns.	igh the multiple listing	service(s) ("MLS")
purchase price or 1 ¢	oker's compensation specified in 3A, either	2.500	percent of the
(2) Broker is authorized to concerns with	A to all the state of the state	The state of the s	p + Cotte of the
Seller hereby irrevocably assigns to prote	and compensate brokers operating outside the	e MLS as per Broker's	policy.
submit this Agreement, as Instructions to	ter the above compensation from Seller's fun-	ds and proceeds in es	crow. Broker may
Involving Seller and a buyer Programtive I	double to betagraph 3	A, to any escrow regar	rding the Property
(1) Seller represents that Seller has not now	Journal International Control of the		
unless specified as follows:	suyer or other transferee. viously entered into a listing agreement with anot	her broker regarding the	Property,
(2) Seller warrants that Saller has no all	The state of		11 - 11 - 11 - 11
Properly is transferred to any of the following	ligation to pay compensation to any other bu	roker regarding the Pr	operty unless the
•	and the state of t	Market Landson and American Company	
(3) If the Property is sold to anyone lietad	above during the time Seller is obligated to of	Heids Printe Harte American Control of the Control	Philipping and the second seco
not entitled to compensation under this	Agreement and (!) Protects obligated to c	compensate another br	oker: (i) Broker is
. ITEMS EXCLUDED AND INCLUDED UP	does attacked and (in) broker is not congated to	represent Seller in suc	h transaction.
that are attached to the Property are include	nd and paragraph and the real estate purc	nase agreement, all fix	dures and fittings.
ADDITIONAL ITEMS EXCLUDED: Alan	addice the Dioning are excluded,	. Irom the purchase pric	OB
ADDITIONAL ITEMS INCLUDED:	TWENTY TOTAL TOWN	a breakest	LOVE AMANGO
	J.		Land appropriate
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5. California Association of REALTORS®, Inc. REVISED 12/15 (PAGE 1 OF 5)	1 married months of the second	mphiliphine (of was be
			Lines I
RESIDENTIAL LIST	ING AGREEMENT, EVOLUTIONER OF A BARRET		EDUAL HOUSE

EXCLUSIVE (RLA PAGE 1 OF 5)

609 10th street

Property Address: 609 10TH STREET, SANTA MONICA,	90402	makan ma	Date: 01/24/2017
Seller intends that the above items be excluded purchase agreement supersedes any intention extended in the sale; and (ii) Broker is not responsible in the purchase agreement. B. (1) Leased Items: The following items are leased:	(Dressed above a	nd Will Ultimataly datarmian	tublah lianga aya ayaliyali ili ili ili ili ili ili ili ili ili
Solar power system Alarm system Other	Propane tan	14144	
(2) Liened items: The following items have been fi Solar power system Windows or doors Other	Heating/Ven	tilation/Air conditioning syst	em
Seller will provide to Buyer, as part of the sales age pay for any such leased or liened item. 5. MULTIPLE LISTING SERVICE:			
Broker is a participant/subscriber to Otherwise instructed in writing the Property will be listed primary MLS for the geographic area of the Property. (I) will be provided to the MLS in which the property is approved by the MLS and (ii) may be provided to the M.	d with the MLS(s) All terms of the tra isted for publication	specified above. That MLS nsaction, including sales produced by dissemination and use by	ice and financing, if applicable,
BENEFITS OF USING THE MLS; IMPACT (OF OPTING OUT	OF THE MLS; PRESENTIN	G ALL OFFERS
WHAT IS AN MLS? The MLS is a database of properties estate agents who are participants or subscribers to the ML conditions under which the Seller's property is offered for other brokers). It is likely that a significant number of real MLS. The MLS may also be part of a reciprocal agreement to other multiple listing services that have reciprocal agreements. The MLS may further transmit listing information to In	.S. Property inform sale (including but estate practitioner to which other mu ements with the Materials with the Materials in the Materials	nation submitted to the MLS not limited to the listing briss in any given area are pasitiple listing services belong MLS also have access to thist property listings online.	describes the price, terms and oker's offer of compensation to rticipants or subscribers to the Real estate agents belonging e information submitted to the
EXPOSURE TO BUYERS THROUGH MLS: Listing proportions (and their potential buyer clients) who are participar	nts or subscribers	to the MLS or a reciprocatin	g MLS.
CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Close referred to above is accessible to all eligible real estate lice listing clubs or groups of licensees may have been formed a more limited number of licensees and generally offer less expetions in a subject of the model of the model in the matter of licensees and generally offer less expetions in the matter of the model of	ensees and provid outside the MLS. F xposure for listed r	es broad exposure for a lis Private or closed listing club property. Whether listing pro	ted property. Private or closed or groups are accessible to a
NOT LISTING PROPERTY IN A LOCAL MLS: If the Prope Property is located then real estate agents and brokers w neighborhood, may not be aware the Property is for sale.	orty is listed in an l orking that territor	MLS which does not cover to y, and Buyers they represent	he geographic area where the ent looking for property in the
OPTING OUT OF MLS: If Seller elects to exclude the Prestate agents and brokers from other real estate offices, and Seller's Property is offered for sale; (b) Information about Seller's Property is offered for sale; (b) Information about Seller is that are used by the public to search for proper unaware of the terms and conditions under which Seller is	nd their buyer clier Seller's Property w erty listings; (c) re s marketing the Pr	nts, who have access to the ill not be transmitted from t al estate agents, brokers ar operty.	nt MLS may not be aware that the MLS to various real estate and members of the public may
REDUCTION IN EXPOSURE: Any reduction in exposure of tales price.	of the Property mi	ay lower the number of offe	ers and negatively impact the
PRESENTING ALL OFFERS: Seller understands that Brok Broker written instructions to the contrary.	er must present a	Il offers received for Seller's	Property unless Seller gives
Selfer's Initials () () ()		Broker's/agent's Initials {	DS () ()
i. MLS rules generally provide that residential real proper other period of time after all necessary signatures have listing to the MLS if, within that time, Broker submits to the Seller elects to exclude the Property from the MLS as a	been obtained on e MLS an appropr	the listing agreement. Brok late form sloned by Selfer	er will not have to submit this

Seller's Initials (M) (PC)

RLA REVISED 12/15 (PAGE 2 OF 6)



F	Property Address: 609 10TH STREET, SANTA MONICA, 90402	Date: 01/24/2017
Ç	MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker g the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller m instruction to Broker signed by Seller. Specific information that can be excluded from the internet as pe with) the MLS is as follows:	iust make them on a separat
	(1) Property Availability; Seller can instruct Broker to have the MLS not display the Property on the Inte (2) Property Address: Seller can instruct Broker to have the MLS not display the Property address on the Seller understands that the above opt-outs would mean consumers searching for listings on the Internet Property's address in response to their search.	he Internet, of may not see the Property of
	(3) Feature Opt-Outs: Seller can instruct Broker to advise the MLS that Seller does not want vi Subscriber Websites or Electronic Displays that display the Property listing to have the features below these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers with agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth Broker nor the MLS may have the ability to control or block such features on other Internet sites. (a) Comments And Reviews: The ability to write comments or reviews about the Property on those	w. Seller understands (I) that ho are real estate broker an herein; and (III) that neithe
	another site containing such comments or reviews if the link is in immediate conjunction with the Proper (b) Automated Estimate Of Value: The ability to create an automated estimate of value or to link to an estimate of value if the link is in immediate conjunction with the Property display. Seller elects to features as provided by C.A.R. Form SELI or the local equivalent form.	rty display. nother site containing such a to opt out of certain Interne
s.	SELLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing, Seller is Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or a Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation action, government investigation or other pending or threatened action that affects or may affect the transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller swriting if Seller becomes aware of any of these Items during the Listing Period or any extension thereof. BROKER'S AND SELLER'S DUTIES:	other obligation affecting, the on, arbitration, administration administrative Property or Seller's ability to shall promptly notify Broker in
	A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agra Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order report those specified in 7C as necessary, (ii) advertise and market the Property by any method and Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dist submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt and the offering price of such offers.	rts and disclosures including in any medium selected by semination of the information
	 B. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sat other things, making the Properly available for showing at reasonable times and, subject to paragra inquiries of any party interested in the Property. Seller is responsible for determining at what price to investigations and Reports: Seller agrees, within 5 (or) Days of the beginning date of this Agreer pre-sale reports: Structural Pest Control General Property Inspection General Homeowners 	ph 3F, referring to Broker all list and sell the Property. ment, to pay for the following
	D. Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigatiand costs arising from any incorrect or incomplete information supplied by Seller, or from any mat but falls to disclose.	terial facts that Seller knows
•	DEPOSIT: Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward t AGENCY RELATIONSHIPS:	ihe purchase price.
	 A. Disclosure: The Seller acknowledges receipt of a \(\frac{1}{2} \) "Disclosure Regarding Real Estate Agency Relation B. Seller Representation: Broker shall represent Seller in any resulting transaction, except as specified C. Possible Dual Agency With Buyer: Depending upon the circumstances, it may be necessary or app an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer") 	in paragraph 3F, propriate for Broker to act as 3. Broker shall, as soon as
	practicable, disclose to Seller any election to act as a dual agent representing both Seller and Bi directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from a rendered, provided there is disclosure to all parties of such agency and compensation. Seller unde Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller than the listing price; (iii) Broker, without the prior written consent of Buyer, will not disclose to Seller than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligat materially affecting the value or desirability of the Property to both parties. D. Confirmation: If the Property includes residential property with one-to-four dwelling units, Broke	uyer. If a Buyer is procured s a dual agent for Seller and additional parties for services erstands and agrees that: (i) il the Property at a price less that Buyer is willing to pay a ted to disclose known facts or shall confirm the agency.
	relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of Potentially Competing Sellers and Buyers: Seller understands that Broker may have or obtain listing that potential buyers may consider, make offers on, or purchase through Broker, property the said Property. Seller consents to Broker's representation of sellers and buyers of other properties before, this Agreement. Seller acknowledges receipt of a "Possible Representation of More than One Buyer Consent" (C.A.R. Form PRBS).	igs on other properties, and me as or similar to Seller's during and after the end of

Property Address: 609 10TH STREET, SANTA MONICA, 90402	Date: 01/24/2017
mspectors, brokers and prospective buyers, may have access to, Seller agrees: (i) to take reasonable precautions to safeguard and Froperty; and (ii) to obtain insurance to protect against these risks 11. PHOTOGRAPHS AND INTERNET ADVERTISING:	or otherwise. Third parties, including, but not limited to, appraisers, and take videos and photographs of, the interior of the Property, protect valuables that might be accessible during showings of the Broker does not maintain insurance to protect Seller.
buyers. Seller agrees (orchecked, does not agree) that Bro the exterior and interior of the Property ("Images") for static and Broker's website, the MLS, and other marketing materials and Internet neither Broker not Seller has control over who can view how long such images may remain available on the Internet, agrees that such images are the property of Broker and that and for Broker's business in the future.	ecessary to provide photographs, virtual tours and other media to ker may photograph or otherwise electronically capture images of id/or virtual tours of the Property by buyers and offiers for use on a sites. Seller acknowledges that once images are placed on the w such images and what use viewers may make of the images, or Seller further assigns any rights in all images to the Broker and Broker may use such images for advertising, including post sale
Images by any such persons, (If chècked) Liseller instructs those persons preparing Appraisal or Inspection reports, Seller do not have access to or have not read any limiting instruction in the MLS. Once Images are taken and/or put into Seller has control over who views such Images nor what use views.	loes not have the ability to control or block the taking and use of Broker to publish in the MLS that taking of Images is limited to racknowledges that unauthorized persons may take images who tion in the MLS or who take Images regardless of any limiting electronic display on the Internet or otherwise, neither Broker nor awars may make of the Images.
12. KEYSAFE/LOCKBOX: A keysafe/lockbox is designed to hold a cooperating brokers, MLS participants, their authorized licensees prospective buyers, Broker, cooperating brokers, MLS and Assot theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. If Seller does not occupy the Proper permission for use of a keysafe/lockbox (C.A.R. Form KLA). 13. SIGN: Seller does (or if checkeddoes not) authorize Broker to in	a and representatives, authorized inspectors, and accompanied clations/Boards of REALTORS® are not insurers against injury, lockbox. Seller does (or if checked [] does not) authorize Broker ty, Seller shall be responsible for obtaining occupant(s) written
14. EQUAL HOUSING OPPORTUNITY: The Property is offered in conformal formal f	ipliance with federal, state and local anti-discrimination laws, in Seller and Broker regarding the obligation to pay compensation ed to reasonable attorney fees and costs from the non-prevailing
16. ADDITIONAL TERMS: REO Advisory Listing (C.A.R. Form REO Trust Advisory (C.A.R. Form TAL) EXCLUDED FORM THE SAL	L) Short Sale Information and Advisory (C.A.R. Form SSIA) E IS MR. CHEN
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17. MANAGEMENT APPROVAL: If an associate-licensee in Broker's on Broker's behalf, and Broker or Manager does not approve of its tewriting, within 5 Days After its execution.	rms, Broker or Manager has the right to cancel this Agreement, in
 SUCCESSORS AND ASSIGNS: This Agreement shall be binding u DISPUTE RESOLUTION; 	pon Seller and Seller's successors and assigns.
A. MEDIATION: Seller and Broker agree to mediate any dispute compensation under this Agreement, before resorting to arbition equally among the parties involved. If, for any dispute or claim action without first attempting to resolve the matter through mediate after a request has been made, then that party shall otherwise be available to that party in any such action. THIS ARBITRATION PROVISION IS INITIALED. Exclusions from this	retion or court action. Mediation fees, if any, shall be divided to which this paragraph applies, any party (I) commences an ediation, or (II) before commencement of an action, refuses to I not be entitled to recover attorney fees, even if they would MEDIATION PROVISION APPLIES WHETHER OR NOT THE
B. ARBITRATION OF DISPUTES: Seller and Broker agree that any dispute or claim in Law or compensation under this Agreement, which is not settled arbitration. The arbitrator shall be a retired judge or justice, Law experience, unless the parties mutually agree to a diffe in accordance with Code of Civil Procedure §1283.05, in accordance with Title 9 of Part 3 of the Code of Civil Procedured into any court having jurisdiction. Enforcement of the Arbitration Act, Exclusions from this arbitration agreement as	aquity arising between them regarding the obligation to pay through mediation, shall be decided by neutral, binding or an attorney with at least 5 years of residential real estate rent arbitrator. The parties shall have the right to discovery all other respects, the arbitration shall be conducted in dure. Judgment upon the award of the arbitrator(s) may be als agreement to arbitrate shall be governed by the Federal re specified in paragraph 19C.
Seller's	Inlitais (Mr.) (L3)
LA REVISED 12/15 (PAGE 4 OF 5) RESIDENTIAL LISTING AGREEMENT - I	Statussanding Colation and the Colation

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installment and sake enforcement of a me bankruptcy court. The attachment, receivers mediation and arbitra. 20. ENTIRE AGREEMENT: A this Agreement are supersisted their agreement, and may provision of this Agreement effect. This Agreement and counterparts. 21. OWNERSHIP, TITLE AND have title to the Properly; ownership, title and authority. REPRESENTATIVE CAPA Capacity as specified in the attainitials of the representative description of the entity for which the individed the superior of the superior of the entity for which the individed the superior of the superior of the superior of the superior of the entity for which the individed the superior of the super	and or non-judicial for e contract as define echanic's lien; and the filing of a court ship, injunction, or cition provisions, and prior discussions, the eded by this Agreement on the contradicted and is held to be inefferd any supplement, add AUTHORITY; Seller and (iii) Seller has the ty are as follows; ACITY: This Listing A ached Representative entitled in the RCSD a entity described and dual is signing alread	which constitutes the entire by evidence of any prior agrictive or invalid, the remaining dendum or modification, include warrants that; (i) Seller is the disease and the authority to both execute the authority of seller in the authority and the authority and the authority authority and the authority authority and the authority and authority and the au	proceeding to enforce a di) an unlawful detainer in the jurisdiction of a gint the jurisdiction of a conference of a contract and a complete a contract and a contract and sell the property; (ii) not this Agreement and sell the property of the property; (ii) not the property of the property; (ii) not the property; (iii) no	eed of trust, mortgage or action; (iii) the filing or action; (iii) the filing or or obate, small claims or ling action, for order of alver or violation of the alver or violation of the alver or violation of the normal exclusive expression of us oral agreement. If any so be given full force and fmile, may be executed in oother persons or entities e Property. Exceptions to cting in a Representative Wherever the signature or nall be deemed to be in a Seller (i) represents that a After Execution of this
Agreement, evidence of author	ity to act (such as but	t not limited to: applicable trus	st document, or portion the	reof, letters testamentary,
court order, power of attorney, r				,
By signing below, Seller acki	nowledges that Selle	ir has read, understands, re	celved a copy of and agr	ees to the terms of this
Agreement	•		•••	
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CICLED REPERSEPRING PROPERTY CONTROL CONTROL	Fax	E-mail	**************************************	Andrews Menter retried (Anticeptor)
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SELLER'S ADVISORY

(C.A.R. Form SA, Revised 12/15)

Property Address: 609 10TH STREET, SANTA MONICA, 90402

("Property")

INTRODUCTION: Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

2. DISCLOSURES:

- General Disclosure Duties: You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
- Statutory Dutles: (For one-to-four Residential Units):
 - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to honestly and completely fill out the TDS form in its entirety. (Many local entitles or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task.
 - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeownor's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
 - (3) If you know that your property is: (I) located within one mile of a former military ordnance location; or (II) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(les) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898,24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
- (4) If the TDS, NHD, or lead, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
- C. Death and Other Disclosures: Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code Section 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
- D. Condominiums and Other Common Interest Subdivisions: If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.

 3. CONTRACT TERMS AND LEGAL REQUIREMENTS:
- - A. Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.

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Seller's Initials (



SELLER'S ADVISORY (SA PAGE 1 OF 2)

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k, CA 90210 Producad with zipForm® by zipLogix 18070 Fifteen Mile Road, Frasor, Michigan 48020 <u>www.zipLogix.gom</u>

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Property Address: 609 10TH STREET, SANTA MONICA.	90402	1/26/2017
B. Withholding Taxes: Under federal and California your sale proceeds for tax purposes unless you si	ax laws, a buyer is required to withhold a portion of the purp an affidavit of non-foreign status and California residen	realization and a finalization
protected classes is a violation of the law.	y conduct in the sale of real property against individuals b	-
D. Government Required Repairs, Replacements an required to; (1) Install operable smoke alarms and brown to the control of	d Alterations: Under State law, Property owners with limitable water heaters and provide a Buyer with a statement of cords when installed, do no have to be removed even if not	wasan Makamana Propinsi Service
monoxide detection devices. Some city and county installing low-flow tollets and showerheads, cas shut-	replace older versions must comply with current law; and lovernments may impose additional requirements, including, off valves, tempered placs, and barriers around culcular to the complete place.	(2) Install carbon but not limited to,
E. EPA'S LEAD-BASED PAINT RENOVATION, REF maintenance professionals working in pre-1978 bou	icles, inspectors, and other professionals to determine which replies with such requirements, and the costs, if any, of complia AIR AND PAINTING RULE: The new rule requires that sing, child care facilities, and schools with lead-based pain	nce. t contractors and
peinting activities affecting more than six square feet on the exterior, Enforcement of the rule begins October	official to the standards. The rule applies to reno of lead-based paint in a room or more than 20 square feet o er 1, 2010. See the EPA website at www.epa.gov/lead for mo operty may have legal, tax, insurance, title or other implica	ovation, repair, or flead-based paint
4. MARKETING CONSIDERATIONS:	se matters.	•
or problems with their own Property. One way to main inspections may include a general property inspection control Report) and an inspection of the septic of opportunity to make repairs before your Property is a problems revealed by such inspection reports or reputional disclosed to the buyer (see "Disclosures" in paragr. covering the same area. Obtaining inspection reports overing the same area. Obtaining inspection reports are properly. These plans will generally cover problems, revent something does go wrong after the sale, and contacting the home protection company. C. Safety Precautions: Advertising and marketing your Property out personal safety and that of your Propent possible precautions and safeguards to protect yourself jewelry, drugs, firearms and other valuables located on the Expenses: You are advised that you, not the Broker and obligations to the buyer of your Property. OTHER ITEMS:	he buyer with, among other things, a home protection/warnot deemed to be pre-existing, that occur after your sale is a tis covered by the plan, the buyer may be able to resolve property for sale, including, but not limited to, hokkling open in the protection of the protection of the protection of the year of the protection of the year of the protection	vare of defects in to sale. Pre-sale of (Structural Pest of Structural Pest of the have an incomplete own inspections in the buyer. For you may want to ranty plan for the completed. In the experiment of the concern by nouses, placing a expremises, may of take any and all is, including cash, if other harm, with your duties
seller has read and understands this Advisory. By signing be seller	ow, Seller acknowledges receipt of a copy of this documer	ot.
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\$ 1,525 South Virgil Avenue, Los Angeles, California 60020 A REVISED 12/15 (PAGE 2 OF 2)	Reviewed byDate	
SELLER'S ADV	ISORY (SA PAGE 2 OF 2) Alle Road, Fraser, Michigan 40026 Yown, zipl.ogix, gopy 469 188	enun nousua emortumy h street



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller) (As required by the Civil Code)

(C.A.R. Form AD, Revised 12/14) [] (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Gode section 2079.13(k) and (i). When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction. SELLER'S AGENT A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations: 10 mg - 10 mg - 10 mg To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller: (a)Diligent exercise of reasonable skill and care in performance of the agent's duties. (b)A duty of honest and fair dealing and good faith. (c)A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above. **BUYER'S AGENT** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations: To the Buyer: A fiduolary duty of utmost care, integrity, honesty and loyally in dealings with the Buyer. To the Buyer and the Seller: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties, (b)A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties, An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.
AGENT REPRESENTING BOTH SELLER AND BUYER A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. in a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: (a)A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b)Other duties to the Seller and the Buyer as stated above in their respective sections. in representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE). Buyer Seller Landlord Tenent All String 400 Winny Date Buyer & Seller Landlord Tenant AND TOTAL ARTOTEROOKHIM Agent HILTON & HYLAND BRE-Lic. # 01160681 Real Estate Broker (Firm) BRE Lic. # 01723550 A.LASCANO/B.FARRUGIA Galesperson or Broker-Associate) Agency Disclosure Compliance (Civil Code §2079.14): . When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.

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

(SELLER/LANDLORD: DO NOT SIGN HERE)

(SELLER/LANDLORD: DO NOT SIGN HERE) Seller/Landlord Date Seller/Landlord

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AD REVISED 12/14 (PAGE 1 OF 2)

Reviewed by

Date

609 10th street

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

Hillon & Hyland, 250 North Canon Belverly Hills, CA 90210
Alphonso Lascano Produced wil Illis, CA 90210
Phone: (#18)890-8848
Produced willt zipForm® by zipLogix 18070 Filtoen Mile Road, Fraser, Michigan 48026
WWW.zipLogix.gom

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained, (b) "Associate licensee" means a person who is licenseed as a real estate broker or safesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in of the Business and Professions Code and who is either icensed under a proker or has emiered into a written contract with a proker to act as the prokers agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. Witen an associate licensee cowes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions, (e) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from associate licensee functions, (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee, (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vohicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agenement" means a contract between an owner of real property and an agent, by which the eigent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a Itsling of real property to act as an agent for compansation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the solier is willing to sell the real property through the listing agent. (f) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (l) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for this sele of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one years duration, and mobilehomes, when offered for sale or sold through a neant pursuant to the authority any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131,6 of the Business and Professions Code. (I) "Roali property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (in) "Sell," "sale," or "sold" refers to a transaction for file Irenser of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an egent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another, "Seller" includes both a vendor and a lessor. (c) "Selling agent" means a particles real property of an agent who acts alone, or an agent who acts alone, and acts alone, or an agent who acts alone, and acts alone, an include an associate licensee who is acting under the supervision of an agent in a real property transaction.

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

2079,15 in any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079,14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal. 2079.16 Reproduced on Page 1 of this AD form.

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

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

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

2079,18 No selling agent in a real properly transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction. 2079.18 no selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the itsing agent in the transaction.

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

2079.20 Notting in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are compiled with.

promission by this errice if the requirements of Section 2079.14 and Section 2079.17 are compiled with, 2070.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not after in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

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

2079,23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship,
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees,

subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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

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

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

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

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

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

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

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

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

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed. Malin 2

Seller / Seller / Description	ABRAHAM BERO	OKHIM Date
Seller Aug	PARTO P.BERO	OKHIM Date
Buyer Buyer		Date
Real Estate Broker (Firm) HILTON & HYLAND By	CalBRE Lic # <u>0116</u> CalBRE Lic # <u>0172</u>	0681 Date
Real Estate Broker (Firm)	CalBRE Lic#	Date Date
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PRBS 11/14 (PAGE 1 OF 1)

Alphoore Lascane

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1) Illion & Hyland, 250 North Canon Belverly Hills, CA 90219

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Exhibit "A"

Case 2:16-bk-21836-BR Doc 121-2 Filed 05/12/17 Entered 05/12/17 17:48:48 Desc Part 3 Page 19 of 31

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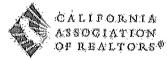
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SELLER COUNTER OFFER No. 2 May not be used as a multiple counter offer. (c.A.R. Form \$0.0, 1174)

This is a counter offer to the: Purchase Agreement, X Buyer Counter Offer No. 1 dated March 10, 2017 , on property known as 609-107H STREE BOOM AND CHARLES WON CHARLE	Date March 11, 2017
between natural of property known as 609-107H STREE	r santa Monica, 90402 ("Diger").
A. Paragraphe in the Offer that regular initials by all parties, but are not initials by all parties, but are not initials. Unless otherwise agreed in writing, down paragraph to of the contraction of the	d subject to the following: lated by all parties, are excluded from the final
7 Bayer I STORY TO BE SHE SON & 4. 8300, OC	so sole Ma
C. OTHER TERMS: I. PURCHASE PRICE TO BE SHE SOO & 4, 2004, OCC. CENTERIAS ST. PURCHASE PRICE TO BE SHE SOO & 4, 2004, OCC. C	CTUSO HUNDRED THROUGHER
	ting any appropriate and the contract of the c
D. The following attached addends are incorporated into this Seller Counter of	the set of the second s
2. EXPIRATION: This Solies Country of Province of Prov	iist: LACGONGUN No.
2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits. A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (firm date)(or by AM PM on (date)) (b) it is signed in paragraph CRB. If Seller withdraws it anytime prior to Adceptance (CAR Form WOO may be used). 3. MARKETING TO OTHER RITYERS SOURCE (SILE ACCEPTANCE).	5 by Buyer and (ii) a copy of the signed Seller , who is authorized to receive it,
3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Proper other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in the Proper of the Seller Counter Offer before accepting another offer.	inty for sale. Seller has the right to accept any 2A and 5. In such eyent, Seller is advised to
Seller ANA A Secretary Seller ANA A Seller	CKNOWLEDGES RECEIPT OF A COPY,
THE ACTION OF THE PARTY OF THE	FOOTING APPROVED HERE DOWNERS AND THE
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description of Acceptance: A Copy of Signed Acceptance we authorized agent as specified in paragraph 2A on (date) or set of Signed Acceptance is personally received by Seller or Signed in this document.	as personally received by Seller, or Seller's []AM/[]FM: A binding Agreement is eller's authorized agent whether or not
© 2014, California Association of REALTORSO, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORSO (G.A.R.). NO REPRE OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PI TRANSACTIONS IF YOU DESIRE LECAL OR TAX ADVICE. CONSULT AN APPROBRIATE PROFESSIONAL. Published and Distributed by: REAL ESTATE BUSINEES SERVICES, INC. a subsidiary of the Cultural Association of REALTORSO.	gentation is made as to the legal validity erson qualified to advise on real estate
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BUYER COUNTER OFFER No. 1 (0.A.R. Form 800, 11/14)

Date

March an oney

T dd tb	his atec etw	ile a counter offer to the; [X] Seller Counter Offer No. Id	1 Seller Multiple Counter Offer No. Der Other ("Offer") 609 10TH STREET, SANTA MONICA, 90402 ("Property") ("Buyer") and ABRAHAM BEROOKHIM, PARTO PBEROOKHIM ("Seller").
1	. 1	TERMS: The terms and conditions of the above re	iferenced document are entreprised without to the fallencies:
٠,	A	 Peragraphs in the Offer that require intitals agreement unless specifically referenced for 	by all parties, but are not initialed by all parties, are excluded from the final
	B	 Unless otherwise agreed in writing, down the original Offer. 	payment and loan amount(s) will be adjusted in the same proportion as in
	O:	: other terms: <u>purchase price to be s</u>	64,650,000
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		1. Salasta (Salasta) and Salasta (Salasta) a	
•		. The desired of the second of	Associative of transferred for contractive and
	D.	The following attached addenda are incorpor	rated into this Buyer Counter offer: Addendum No.
2.	EX	SPIRATION: This Buyer Counter Offer shall be de	remed revoked and the deposits, if any, shall be returned:
	Α.	. Unless by 5:00mm on the thirt free Affar the Hee	FRE IT TO CONTRACT IN VINEWOODS CONTRACT OF THE MINISTER OF THE MINISTER OF THE MAN AND THE STREET OF THE STREET
		Buyer Counter Offer is personally received by authorized to receive.if.	r Buyer or, who is
OR		attmonzed to receive it. If Buyer withdraws it in writing (CAR Form WOO)	
3.	QFI	FER: EUTER WERE THIS COUNTER OFFER	ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
	Buy Buy	yer Alexacecedaniio Marts Ward	ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. ROSANNA WONG Date 37/10/2017 CHARLES WONG DATE 37/10/2017
4.	AC(CEPTANCE: I/WE accept the above Buyer Coun	iter Offer (If checked SUBJECT TO THE ATTACHED COUNTER OFFER)
	25123	3 CONTRIBATION CONTRIBUTOR CON	
ž	Sell	ler Asia Saus Wing ler	ABRAHAM BEROOKHIM Date 3-11- (3- Time 1/3) AM/ RPM PARTO P. BEROOKHIM Date AMA-11- Time 1/36 AM/ RPM
CON	JFIF	rmation of acceptance:	too by
(à d'i sa	/) (Initials) Confirmation of Acceptance	e: A Copy of Signed Acceptance was personally received by Buyer or Buyer's
whe	n a Maa	Copy of Signed Acceptance is personally recountries.	atAM/_PM. A binding Agreement is created selved by Buyer or Buyer's authorized agent whether or not confirmed in
hith	30-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-1-4-	Survivo	
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THIS P PROVI	ORM SION	M has been approved by the california association of Ri Vin any specific transaction, a real estate broker is the An appropriate professional	ealtores (c.a.r.), no representation is made as to the legal valisity or accuracy of any Person cualified to advise on real estate transactions. If you desire legal or tax advice,
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1.4	2	Bribliahad Man Pilafalidadadada	A CONTRACTOR OF THE PROPERTY O
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		BUYER COUN	TER OFFER (BOD PAGE 1 OF 1)

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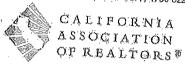


SELLER COUNTER OFFER No. 1 May not be used as a multiple counter offer. (C.A.R. Fem Sco., 11/14)

This is a counter offer to the: Purchase Agreement, Buyer Counter Offer No. or Other	Date March B. 1017
dated March 8, 3017 on property known as 609 10TH STRIET SANTA MON	10a onana ("Óffer")
ALEXANDER OF THE PARTY OF THE P	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
dated March 8, 2017 on property known as 609 forth STRIET, SANTA MON and ROSANNA WONG, CHARLES WONG and ROSANNA WONG, CHARLES WONG ARRANGE THE THREET SANTA MON ARRANGE THREET SANTA MON	("Suyer").
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, but are not initialed by all parties. But are not initialed by all parties but are not initialed by all parties. But are not initialed by all parties but are not initialed by all parties. But are not initialed by all parties of initial or another the original Offer. O. OTHER TERMS: 1 PURCHASE DATE:	des, are excluded from the final
C OTHER TERMS.	d in the same proportion as in
C. OTHER TERMS: 1 PURCHASE PRICE TO BE \$4,850,000	·
2. BUILT IN PAINT IN UPSTAIRS MALLIMAY TO BE INCLUDED	generally and the special control of the second
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	me to be a commence of the commentation of the comment of the comm
D. The followither received with	manage and of the second of th
D. The following attached addends are incorporated into this Seller Counter offer: Addend 2. EXPIRATION: This Seller Counter offer.	refuge you consider the second section of the second secon
2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be redailed for by 5:00pm on the third Day After the date; it is signed in paragraph 4 if the second date) (or by:	MW INO.
A. Unless by 5:00pm on the third Day After the date/it is signed in paragraph 4 (if more than one signed on the date of the personally received by Seller or (date) (i) it is signed in paragraph 6 by Boyer and OR B. ((Salposettle of the personally received by Seller or (date)) (i) it is signed in paragraph 6 by Boyer and	it research
Counter Official AM. PM on (date) (i) it is stoned in paragraph 4 (if more than one sig	malure then the terminal
OR.C. If Seller accepts another offer affecting to Acceptance (CAR Form WOO may be used)	to is authorized to receive in
 MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller offer offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In su. OFFER: SELLER MAKES THE COUNTER OF THE OF THE	er has the right to accept any
4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGE Seller ARRAMAN DERO	on event, Seller is advised to
Seller MAA, JE WAS TERMS ABOVE AND ACKNOWLEDGE	S Develope and L. L.
Seller AGRAMAM PERO 5. ACCEPTANOS MARK AND ACKNOWLEDGE FARTO FAFFORM	OKHIM Data & Lavin
5. ACCEPTANGED WAS accept the above Seller Counter Offer (If checked Subject to the ATTA Buyer Associated and a physical acceptance above Seller Counter Offer (If checked Subject to the ATTA Buyer Associated and a physical acceptance and a physical acc	OKHIM Date 3 MA 1-129
and askingwise accept the above Seller Counter Offer (If checked Subject to the ATTA Buyer 41920c6606A440 Lants Word Rosanna wong Data 113/2017	ACHED COUNTER OFFERI
Buyor 4192Dc6606A44D4 WAYUS WOVA ROSANNA WONG Date 3/1.3/2017	me TAM/TEM
CONFIRMATION OF ACCOUNT PROCESS ASSESSMENT OF THE PROCESS ASSESSMENT ASSESSME	me HAM/ PM
(And the second s
created when a Copy of Signed Accordance (date)	ceived by Seller, or Seller's
confirmed in this document.	A binding Agreement is
	securet or not
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OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION OF REALTORS (C.A.R.), NO REPRESENTATIONS OF TRANSACTIONS OF TRANSACTI	and the second s
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a substitute of the course	A COMMISSION POPULATION
South 1114 (MAGE 1 OF 1) Date	
Ultion & flytand, 250(Neith Catoos Betverly 1110), CA 90710 SELLER COUNTER OFFER (SCO PAGE 1 OF 1) Aphonic datable	FORTH PARTY OF
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509 10th street

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RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form RPA.CA; ROVIDED 12/15)

J. OFFER:			
A. THIS IS AN OFFER FROM B. THE REAL PROPERTY to be acquired is SANTA MONICA (City). (County), California, 20402 (CD Cotte), Assessor's Par C. THE PURCHASE PRICE offered is Four Million, Six Hundred Thousand. D. OLOSE OF ESCROW shall occur on The Buyer and Selliar and securion Toollars.			
B: THE REAL PROPERTY IS MADE TO BE ROSANNA WONG CHARLES WELL			
SANTA MONICA (CIV) 609 10TH STREET SANTA MONICA	MA JAW	-	("Buver")
C. THE PURCHASE PRICE offered is Four Julius, (County), Callfornia, 200402, CoCote), Assessor's Par	mol Ma		situated in
C. Wood San	COLING	isanosvos	2_1("Property").
D. OLOSE OF ESCROW shall occur on Dollars E. Buyer and Seller are referred to herein as the "Parlies." Brokers are not Parlies to this Agreement. A. DISCLOSURE: The Borden and Seller are not Parlies to this Agreement.	4.600.000	inn'	(A.
2. A disable of the relation of the parties and the parties are the parties ar	45 Da	Mit Affine A	the and the second
A. DISCLOSURE: The Device AAA			andstraithed.
A. DISCLOSURE: The Parties each acknowledge receipt of a Disclosure Regarding Real B. CONFIRMATION: The following agency relationships are property as a configuration.	i in in .		
B: CONFIGMATION: The following agency relationships	csiate	Agéncy	Relationships"
the row street and committee for this fransaction.			
Lune solid exclusively; or [x] both the Buyer and Seller. (Print Firm N	ame) (s fi	ie adant o	f Inhant
Listing Agent Representation of More than One Suyer Salva SELLERS; The Parties past acknowledge	, , ,		L'Antigere OUPX
AN ALTERNITATIV PREMISSIONES OF CASTS OF CASTS OF THE ACCRECATE THE CONTRACT OF THE PROPERTY O	rm Name)	(If not the	same as the
Representation of More than One Buyer or Seller - Disclosure and Consent! (G.A.R. Form PRBs). A. IMITIAL DEPOSIT: DEPOSITE OF SELECTION OF SELECTIO	Buyerand	Seller.	
3 FINANCE TERMS: Buyer represents that funds will be conducted and Consent!" (C.A.R. Form PRBS).	raceibt	iol. a	初"Possible
(a) straight the positional be in the amount of			
frantier Lepolities Buyer shall deliver deposit direction to Record	* * \$ 2 %		138,000.00
A. INITIAL DEPOSIT: Deposit shell be in the amount of (1) Buyer Direct Deposit; Buyer shall deliver deposit directly to Escrow Holder, with a step of transfer, pessiver sheet, personal check, other after Acceptance (or with Agent, Buyer has check, other within 3 business OR (2) Buyer Deposit with Agent, Buyer has check.	funds	***************************************	
OR (2) Buyer Deposit With Anant Bross has a world a Dusiness	days		
to the agent submitting the offer for to	,		
after Acceptance (or	ile to		
with Escrow Holder within 3 business days after Acceptance (or Deposit checks given to agent shall be a days after Acceptance (or	siled		
(Note: Integrated and learning and particular and particular particular and parti			
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obtaining a local total and the state of the property This age of the state of the			
Buyer shall, Wilhin 3 for	iyer		
D. LOAN(S): 13 to the vertication of sufficient funds to close this transaction is ATTACHED to this offer D. LOAN(S): 13 First Loan (S): 14 Piret Loan (S): 15 Piret Loan (S): 16 Only 16	ror		
Can(s): (1) First Loan: In the amount of this conventional financing or FHA, Form SE assumed financing (C.A.R. Form SE assumed financing (C.A.R. Form AFA), Other this conventional financing (C.A.R. Form SE tale not fo exceed the type of foan, Buyer shall pay points not to exceed to fine foan amount.		,	•
This loan will be conventional financing or TIFHA Taya The hard			
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Regardless of the type of loan, Buyer shall pay points not to exceed (2) SECOND LOAN in the amount of This toan will be conventioned to exceed.	ed		
(2) SECOND LOAN in the amount of This toan will be conventioned financing or Seller financing (C.A.R. Form SFA). sessuring exceed (2) SECOND LOAN in the amount of This toan will be conventioned financing or Seller financing (C.A.R. Form SFA). sessuring exceed (3) This loan shall be at a fixed rate of (4) This loan shall be at a fixed rate of (5) The adjustable of (6) The financing of (7) This loan shall be at a fixed rate of (8) This loan shall be at a fixed rate of	*		
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(3) FHAVA: Foreign that have some some action of the local segurities.	of .	٠.	
financing (C.A.R. Form AFA), Other sceed or, Dan adjustable rate loan with initial rate not to exceed of the loan shall be at a fixed rate not the type of loan, Buyer shall pay points not to exceed of the loan amount. (3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer bas 17 (or Deliver to Seller witten nighted (C.A.R. Form PVA) of any lender required repairs or costs the regularments unless contents of the loan amount.			
Buyer requests Seller to pay for or otherwise cornect. Seller has no obligation to pay or salisfy lender part of this Agreement. Seller has no obligation to pay or salisfy lender part of this Agreement.	B.		
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DocuSign Envelope ID: F283E448-C5FA-4750-8220-8686F341C681 Property Address: 609 10TH STREET, SANTA MONICA: 90402 H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph Days After Acceptance, Deliver to Seller written verification of Buyer's down beyment and closing costs. (Verification attached.) APPRAISAL CONTINGENCY AND REWOVAL: This Agreement is (or III is NOT) contingent upon a written appraisal of the (1) LOAN APPLICATIONS: Within 3 (or ___) Days After Acceptance, Buyer shall Deliver to Seller a tetter from Buyer's lender or loan broker stalling that, based on a review of Buyer's written application and oredit report, Buyer is prequalified or preapproved toan broker staung that, paged on a teview of cuyer's whiten application and credit report, cuyer is prequained or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification of preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligantly and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a coutingency of this Agreement unless officially sequence agreed in writing, if there is no appraisal confingency of the appraisal confingency has been waived of removed, then failure of the Property to appraise at the purphase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyers confractual obligations regarding deposit, balance of down payment and closing costs are not confingencies of this Agreement (3) LOAN CONTINGENCY REWOVAL: Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the (4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement, If Buyer does not obtain the foan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies. (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing of other costs that is agreed to by the Parties ("Contractual Oredit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit" is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties; there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Gradit and the Lender Allowable Credit. K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent toan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement. 4. SALE OF BUYER'S PROPERTY; A. This Agreement and Buyer's ability to obtain financing are NOT confingent upon the cale of any property owned by Buyer. OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified ADDENDA AND ADVISORIES: ADDENDA: Addendum # (C.A.R. Form ADM)
Court Confirmation Addendum (C.A.R. Form CCA) Black Un Offer Addendum (C.A.R. Form BUQ) Cour Septio, Well and Property Menument Addendum (C.A.R. Form SWPI) Short Sale Addendum (C.A.R. Form SSA) BUYER AND SELLER ADVISORIES: M Buyer's Inspection Advisory (C.A.R. Form BIA) Probate Advisory (C.A.R. Form PA) Trust Advisory (C.A.R. Form TA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) REO Advisory (C.A.R. Form REO) Short Sale Information and Advisory (C.A.R. Form SSIA) Other OTHER TERMS; INSPECTION PERIOD TO BE 10 DAYS STARTING ON THE 23RD OF MARCH 2017 ALLOCATION OF COSTS A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: prepared by Ollok here to select your Service Provider (2) Buyer Seller shall pay for the following Report prepared by

Seller's inilials (RPA/CA REVISED 12/15 (PAGE 2 OF 10) CALIFORNIA RESIDENTIAL RUBCHASE AGREEMENT (RPA-CA PAGE 2 OF 10) Produced with self-tomas by septogly, 18070 Filton Mile Good, Freser, Michigan 48028 www.selfs.com

Buyer Seller shall pay for the following Report

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DoduSign Envelope ID: F293E448-C5FA-4750-6220-9885F341C631 Property Address: 609 10TH STREET, SANTA MONICA, 90402 B. GOVERNMENT REQUIREMENTS AND RETROFIT: Date: March & 2017 (1) Buyer M Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close of Eacrow ("GOE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt, (i) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if regulred as a condition of closing escrow under any Law. (ii) Buyer Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards (ii) Librayer Michaels shall pay the cost of compliance with any coner minimum manuality government retroit standards required as a condition of closing excrew under any Law, whether the work is required to be completed before or after COE. (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared prisuant to this Agreement or in anticipation of this sale of the Property. C. ESOROWAND TITLE: (1), (a) Buyer Seller shall pay eacrow tee EACH THEIR OWN (b) Escrow Holder shall be: SELLERS CHOICE (a) Buyer x Soller shall pay for owner's title Insurance policy specified in paragraph 1315. (B) Owner's title policy to be leaded by TITLE 365 JOK D.

(B) Owner's title policy to be leaded by TITLE 365 JOK D.

(Buyer shall pay for any title insurance policy insuring Buyer's leader, unless otherwise agreed in willing.) D. OTHER COSTS: Buyer Seller shall pay County transfer lax or fee Buyer Beller shall pay City transfer lax or fee (2) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee

(3) Buyer Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.

(5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525. (5) Lisuyer Esquer shall pay InDA best for preparing all di
(6) Buyer to pay for any HDA partification fee.
(7) Buyer X Seller shall pay for any pitvate transfer fee.
(8) Buyer Seller shall pay for
(9) Buyer Seller shall pay for the cost, not to exceed
(10) Buyer X Seller shall pay for the cost, not to exceed one-year home warranty plan, issued by Fidelity National Home Warranty following optional coverages: Air Conditioner & Pool/Spa Other: _, of a standard (or Upgraded) , with the Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer. OR Buyer walves the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a frome warranty plan-during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE: A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not Included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C. TIEMS INCLUDED IN SALE: Except as otherwise specified of disclosed, 1) All EXISTING fixtures and fittings that are attached to the Property; (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling tans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television: antennas, satellite dishes, air coolers/conditioners, pobl/spa equipment, garage door openiers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water selleners, water purifiers, security systems/atamas and the following if checked: [X] all stove(s), except:

[X] all refrigerator(s)

The following additional items: (3) The following additional items: (3) The following additional items:
 (4) Existing integrated phone and frome automation systems, including necessary components such as intranet and internet connected herdware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (are NOT) included in the sale.
 (6) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer If any item or system specified in paragraph 88 or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, watranty. etc.) concerning any such item. Buyers ability to assume any such lease, or willingness to accept the Property subject to any such item or angular such item as a contingency in tayor of Buyer and Seller as specified imparagraph 14B and C. (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the Items and systems identified pursuant to 8B(5) and c. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (f) audio and video components (such as flat screen TVs, speakers and other items). If any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or Item is attached to the Property; (ii) fullfillure and other items secured to the Property for earthquake purposes; and (III) Brackets attached to walls, floors or cellings for any such component, furniture or item shall remain with the Property (or will be removed and holes or other damage shall be repaired, but not painted). Buyer's Initials (Seller's Initials (RPA-CA REVISED 12/15 (PAGE & OF 10) CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3-OP-10) Produced Will supromite by stylogic, 19679 Filipen Mile Road, Frasur, Michigan 48028 — www.sigls.org.

Property Address: 609 10TH STREET, SANTA MONIGA: 9040	
A. Buvertateads (adl.) dass agrees	Date: Water 4 2017
A. Buyer Intends (or does not intend) to occupy the Property: B. Seller-occupied or vacant property: Possession shall be de Of Escrow, (f) no later than calendar days after Close Of	is Buyer's primary residence,
LA ADMINISTRATION TO PERCENT HAVE A ALLEGED A TO A ALLEGED A ALLEGED A TO A ALLEGED A	THOUSENAMED THE THEFT OF THE PROPERTY OF THE P
days, CAR, Form RLAS for Saller continued occurrency	uch as []CAR. Form SIP, for Seller continued occupancy of less than 30 of 30 days or more; and (ii) the Parties are advised to consult with their damage or injury to persons and personal and some seller with their
Person in modulation I	id danison or blum to their
Buyer is advised to consult with Buyer's lender about liability and to consult with Buyer's lender about the impact to Tenant-occupied property: Property shall be vacant at least written that the consultations are supported by the consultation of	of Seller's occupancy on Buyer's lose
writing. Note to Seller: If you are unable to deliver groupe	of of Seller's occupancy on Buyer's loan. If of Seller's occupancy on Buyer's loan. If or
ORE Transport	y vacant in accordance with rent control and other applicable flaw
E. At Close Of Federal Calls	
available Copies of any such warranties. Brokers cannot and with Close Of Escrow, unless blindryise agreed to writing, Seller:	minty rights for liems included in the sale; and Seller shall Deliver to Buyer
P. Al Close Of Escrow, unless otherwise agreed in willing. Sollers	Ill not delermine the assignability of any warranties. shall provide keys; passwords, codes and/or means to operate althouse, s and infranct and internet connected devices.
price, and paragraphics, alarms, home automation system	shall provide keys; passwords, codes antier means to operate alticoks, s and infranct and internet connected devices included in the purchase but or located in a common interest subdivision. Rudded in the purchase
to pay a deposit a la condeminit	unt of located in a surround of the purchase
10. STATUTORY AND OTHER TIPS TO A STATUTORY (FICA) to obte	ain keys to access his blooms and a control buyer may be required
A THE STORY OF STORY AND A STORY OF THE STOR	Source Control Proceeding Control Cont
notices received by cooling 4400	ead Disclosures I: and All unless average the completed: Federal Lead
but are not limited to a fact that sed, and 1703 et. sed, a	of the Civil Code ("Stellstony Displayers of
actual knowledge of release of illegal controlled substance	ament ("TDS"), Natural Hazard Disclosure Statement ("NHD"), natural
achaet knowledge of the mand-roos community Facili	itles Act of 1982 and Improvement in the Col. II allowed, substantially
(2) Any Statutory Electory and date and military organice loca	illon (C.A.R. Form SPO at 1501)
and signed the College posture to the first to consider	and the completed if Seller her constitution in
an Agent Visual Inspection Disclosure (C.A.R. Form AVID). No	ollibra stated and signed the Cisting Broker section(s), or, if socilicable
of the TDS pran AVIII) material from the unique revisited inspec	offen of the accessible preas of the preparties, it any, from the obligation
an inspection of the complete affecting the value or des	strability of the Property that were readministration disclose, on Section IV
(3) Note to Buyer and Seller: Waiver of Statutory and Load Disk. (4) Within the time specified in paragraph 14A (1) Soller.	iguited to be completed by Buyer's Broker.
provide Briver with a Carry Barry Barry William	S exempt from the obligation to provide a way
complete and provide Buyer with an Exempt Seller Disclosure (5) Buyer shall, within the time specified in pergential disclosure (s exempt from the abilitation to provide a TDS, shall, complete and form SPO); (ii) if Seller is not required to provide a TDS, Seller shall (C.A.R. Form ESD).
(5) Buyer shall, within the time specified in paragraph (3Pri) return	(C.A.R.; Form (SCI). Signed Copies of the Statutory, Lead and other disclosures to Seller, ow. becomes, aware of adverse conditions and other disclosures to Seller.
Primarly or any material Broken prior to Close Of Esch	Signed Copies of the Statutory, Lead and other disclosures to Seller, ow, becomes aware of adverse conditions materially affecting the
promotive provides a sold associately in disclosures; information	tion or representations provide the
amended disclosure shall not be required for conditions	ation or representations previously provided to Biliyer, Seller shall be shown in writing, covering those liems. However, a subsequent or and material inaccuracies of which Burger is a subsequent or
which are disclosed in reports provided to or obtained by Bi (7) If any disclosure or notice specified in paragraph 10A(1), or sub-	illos, in willing, covering those items. However, a subsequent or and material inaccuracies of which Buyer is otherwise aware, or liver or ordered and paid for hy saver.
the offer is stoned promote in paragraph toA(1), or sub	999quent br amenday Aleabana 10
Delivery by deposit in the mail, by giving written notice of cancel B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSUPES AND THE PROPERTY OF THE PR	asequent or amended disclosure or notice is Delivered to Buyer after Agreement within 3 Days After Delivery in person, or 5 Days After lation to Saller or Seller's grant
Soller shall if routes by	D. OTHER PROOFE ETC. WILLIAM TO
Seller shall, it required by Lawr (1) Deliver to Buyer earthquake guide energy rating pamphlet; (1) disclose if the Property is located in a Very High Fire Hazerd Zone; State Fire Responsibility Area; Earthquake as required by I award provides a required by I award provides as required.	e(e) (and questionnaire), environmental bereadd in paragraph 14A,
Very High Fire Hazard Zone; State Fire Responsibility Area; Earthq other zone as required by Law and provide any other information request. C. WITHIOLDING TAXES: Willin the time provide.	Special Flood Hazard Area, Potential Flooding Uninderland Area
G. Withtur nine tayen um provide any other information red	directions tongs
substitute on withdraw sound to the opening in paragraph 14A.	O BVOID required withhorizing course in the second
D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to registered sex offenders is made available to the public via an www.meganslaw.na.gov. Denocodes available to the public via an	alifornia withholding Law (C.A.R. Form AS or OS)
registered sex offenders is made available to the public via an www.meganslaw.na.gov. Depending on an offender's criminal hist offender resides or the community of children and offender's criminal hist	Internet Wes all and Code, Information about specified
offender resides or the content of an offender's criminal his	tory, this information will be a department of distion at
check this wahelle if proves water of residence and ZIP Code in wh	lich he or she resides. (Mallion balls
Buyer's inspection contingency period, Brokers do not have expertise. E. NOTICE REGARDING GAS AND HAZARDAUS TO THE PROPERTY OF THE PROPERTY O	mmends that Buyer obtain information from this website during
Von that information about the	38ION PIPELINES, This nation is a second and
you that intermation about the general location of gas and hazardon platforal Pipeline Mapping System (NPMS) Internet Web alto mall http://www.npms.phmsa.got.gov/. To seek further information about feet your local offs willing overhood the feet formation about the feet of the feet of the seek further information about the feet of the feet o	us liquid transmission pipelines is available to the strict.
http://www.npms.phmsa.dof.gov/. To seek further information abo contact your local gas utility or other pipeline operators in the area.	ntained by the United States Department of Transportation of
Code and county on the Alguer pipeline operators in the area.	Contact Information for placification the Property, you may
F. CONDOMINIUM PLANNED DEVEL OFFICE AND SIG.	phonine operators is searchable by: ZIP
(1) SELLER HAS: 7 (or) Days After Acceptance to disclose	to Trumpa to the many
(1) SELLER HAS: 7 (or) Days After Acceptance to disclose planned development or ethor common interest subdivision (C.A.R. For the common interest subdivi	m SPO or Esta
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A-CA REVISED 12/15 (PAGE 4 OF 10)	Seller's Initials (Mr.) (16)
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Property Address: and 10TM STREET SANTA MONICA, 90402

Date: March 8, 2017

(2) If the Property is a condiminary or is located in a planned development or other common interest subdivision, Seller has 3 (or ____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; number of designated parting and storage epaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "Of Discipsures"). (vi) private fransfer fees; (vii) Pet fee restrictions; and (viii) simplify restrictions. Seller shall itemize and Deliver to Buyer all C) Discipsures and Agreement as specified in paragraph 14B(3). The Party specified in paragraph 2, as directed by escrow, shall deposif funds into escrow of the HOA or management company to pay for any of the sabaye.

11. CONDITION OF PROPERTY: Unless otherwise agreed in Writing; (ii) the Property is sold (e) "AS-IS" in (its PRESENT landscaping and grounder is to be maintained in substantially the same condition as on the date of Acceptance; and (b) substantially the same condition as on the date of Acceptance; and (iii) all debris A. Seller shall, within the time specified in paragraph 14A, Disclose known MATERIAL FACTS AND DEFECTS affecting the Property Address: 609 10TH STREET, SANTA MONICA,

- and personal property indigitated in the sale shall be removed by Close Of Escrow.

 A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property including known insurance claims within the past five years, and make any and all other disclosures required by law.

 B. Buyer has the right to donduct Buyer investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations. (Disancel this Agreement, or (i) request that Seller make Repairs or take other action.

 C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all discovered in the Property of other factors that Buyer considers important. Property 10 property in order to determine its present condition. Improvements may not be built according to code, in compliance with current Law, or have had permits issued.

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

 A. Buyer's acceptance of the condition of end any other matter affecting the Property is a contingency of this Agreement as specified in paragraph and paragraph 14B. Within the time specified in paragraph 14B. (I), Buyer shall have the right at Buyer's expense times of limited to (I) a general physical inspection; tests, surveys and other studies ("Buyer investigations"), including, but not wood destroying pasts and organisms shall be prepared by a registered Structural Rest Control company, shall cover the male building owners of property below the shower consent; shall NOT include water tests of shower pans on upper level units unless the common interest subdivision, the inspection shall include only the separate inferest and any exclusive-use areas being transferred, and owners of property below the shower consent; shall NOT include confroverings, and, if the Property is a unit in a condominum 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 seolidos for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 1).

 (If) inspect for lead-based paint and other lead-based paint hazards; (IV) satisfy Buyer as to any matter specified in the attached and the Property including the availability and cost of flood and the inegistered sex offender database; (VI) confirm the insurability of Buyer and the Property including the availability and cost of flood and the insurance; and (VII) review and seek approval of leases that may destructive Buyer hivestigations, except for internally invasive testing required to prepare a Pest Confrol Report; or inspections by any Seller shall make the Property available for all Buyer myestigations and either remove the contingency or cancel this Agreement, and (II) give Seller, at no cost, complete Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's investigations and forough the date possession

Seller shall have water, gas, electricity and all operable pilot lights on for Buyers investigations and inrough the date possession

- Is made available to Buyer.

 D. Buyer Indemolty and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting llability. It claims, demands, compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring 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 shall survive the termination of the Agreement. done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement. 13. TITLE AND VESTING
 - A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to leave a policy of title leavrance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 148. The the reminimity report and any order matters which may ellecture are a countrigency of this Agreement, as specimen in paragraph 145. 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 foreigness (REOs), corporations, and government entitles. Seller shall within 7 Days After Acceptance, give Escrow Folder a completed Statement of information.

entines, selecting within a payamer Acceptance, give a solve report a completed operands of members of respections, rights and other Title is falsen in its present conditions subject to all encumbrances, desented, coverants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for, (I) monetary liens of record (which delier is obligated to pay of) unless buyer is assuming those obligations or taking the Property subject to those obligations, and (II) those matters which Selter

has agreed to remove in writing.

Within the ilme specified in paragraph 14A, Seller has a duly to disclose to Buyer all matters known to Seller affecting fille,

At Close of Esprow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment At Close of Esprow, buyer shall receive a grant deed conveying line (or, for stock cooperative or long-term lease, an easignment of stock spillificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller, Title shall vest as designeded in Buyer's supplemental eacrow instructions, THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LECIAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

11/1 Buyer's Inilials (W) Buyer's Initials (PAGE 5 OF 10)
RPA-OA REVIDED 12/15 (PAGE 5 OF 10) CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)

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	1. OLEGO DO 1063 1	
Prope	dly Address: 603 10TH STREET, SANTA MONICA, 90108:	
£,	Buyer shall receive a CLTWALTA "Homeowner's Policy of Title Insurance"; if applicable to the shall notify Buyer. Attlife company can provide information about the availability, coverage, and the provided information about the availability, coverage, and the provided information about the availability, coverage, and the provided information about the availability.	Doday Managa as a second
	shall holly Briver A title assessment of the insurance, if sonlicelle 6 to	type of bypeach and have
	the Homeowner's Polloy is not available provide information about the availability coverage, at	and new real property of the Escrow Holder
14. TUV	the Homeowner's Policy is not available. Buyer shall choose another policy, loverage, an IE PERIODS: REMOVAL OF CONTINUES IN CONTINUES OF CONTINUES	to tost of other title policies and endorsementa to

The Homeowners Policy is not available. Buyer shall choose another policy, instruct Escrow-Holder in writing and shall pay any increase in cost.

14. TIME PERIODS: REMOVAL OF CONTINGENCIES: CANCELLATION RIGHTS: The following time periods may only be extended.

. TIME PERIODS: REMOVAL OF CONTINGENCIES: CANCELLATION RIGHTS: The following time periods may only be extended, affered, 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 fatth and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or _____) Days After Acceptance to Deliver to Buyer dil Reports: disclosures and information for which Seller is exponsible under paragraphs 5, 6, 7, 89(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller for Perform (C.A.R./Form NSF) may cancel this Agreement.

B. (1) BUYER HAS: 47 (or _10_) Days After Acceptance, unless otherwise agreed in writing, to: (1) complete all Buyer investigations; reliand disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 88(6), and other applicable information, which Buyer acceives from Seller and approve all matters affecting the Property and (11) Deliver to Seller Staned Copies

review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 88(6), and other applicable information, which Buyer, receives from Seller; and approve all malters affecting the Property and (II) Deliver to Seller applicable of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

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

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer's requests removal of the applicable contingency or cancellation (C.A.R. Form CR or CO) of this Agreement, However, if any report, disclosure Days After Delivery of any such items, or the time specified in paragraph 14A, then Buyer has 5 (or) the applicable contingency or cancellation of this Agreement:

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining confingencies, or (ii) cancel this Agreement personent of paragraph and persons die num at white temoval of all confingencies to belief, Soller may not cancel this Agreement pursuant to paragraph 14D(1).

Agreement pursuant to paragraph 14 U(1).

(6) Agrees to Property: Buyer shall have access to the Property to conduct inspections and investigations for 17 (or ____) Days After

(a) Acceptance, whether or not any part of the Buyer's investigation Contingency has been waived or removed.

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

(1) Seller right to Cancel: Boyer Contingencies: If, by the Iline specified in this Agreement, Boyer does not Deliver to Seller a minoval 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

(2) Selfer right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBF, may cancel this Agreement if, by the lime specified in this Agreement, Buyer does not take the following action(s): (1) Deposit funds as required by paragraph 3A, or the time specified in this Agreement, puyer ones not take the policy and country. When deposited the secretary paragraph of or 38 are not good when deposited the selver a holice of FHA or VA costs. at or if the runde deposited pursuant to paragraph and or at are not good when deposited the required by paragraph 3D(3) (C.A.R. Form FVA); (III) Deliver a fettler as required by paragraph 3D(3) (C.A.R. Form FVA); (III) Deliver a fettler as required by paragraph 3D(3) (C.A.R. Form FVA); (III) Deliver a fettler as required by paragraph 3C or 3H; (v) in writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as

paragraph 3C or 3H; (v) In writing assume or accept leases or Ilens specified in 8B5; (vi) Raturn Statutory and Lead Disclosuree as required by paragraph 40A(5); or (vii) Sign or initial a separate liquidated darrages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In Super Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

B. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NBP shall; (i) be in writing; (ii) be signed by the applicable Buyer or whichever occure lest) to take the applicable action; A NBP or NBP thay not be Believerd any earlier than 2 Days Prior to the explicable paragraph, the applicable line for the other Party to remove a contingency or causel this Agreement or meet an obligation specified in the explicable of EFFECT OF BLYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, upless and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the cancellation right, or for the inability, responsibility and expense for Repairs or corrections partaining to that contingency or cancellation right, or for the inability to obtain financing.

transaction; and full assumed an nathiny, responsibility and expense for repairs or consecuting pertaining to that contingency or consecuting for fallure of the other Party to close escrew pursuant to this Agreement for fallure of the other Party to close escrew pursuant to this Agreement, Buyer or Seller most first Deliver to the other Party a pemand to close escrow (C.A.R. Form DCE). The DCE shall: (I) be Agreement, suyer or seller must use Deliver to the other Party at pement to close escrow (DALK, Form Dury, The Dury enails (I) be signed by the applicable Buyer or Seller, and (II) give the other Party at least 3 (or _____) Days After Delivery to close escrow. A DCE may hot be Delivery to close escrow. A DCE H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised

under the ferms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrew and release deposits, if any, to the party shillled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers any to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual first release instructions from the Parties, judicial decision or arbitration award. If other Party fails to execute mutual instructions to cancel espray, one Party may make a written demand to Escrow Holder for the deposit, (O.A.R. Form BDRD or SURD), andice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand, it is provided to the party making the demand. It is not consider that the proceeding process each Party shall be demand in here released Espray Holder from any and any all notice, the other many notes not collect to the demand, recipied and change the deposit to the many making the demand, it becomes with the preceding process, each Party shall be deemed to have released Eserow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may has subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith disputa exists as to who is entitled to the deposited funds (Civil Code \$1057.3).

Euver's Initials (| [#1" | [] | | RPA-DA REVISED 12/15 (PAGE 5 OF 10)



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15	FINAL VERIEICATION OF THE STATE	<u>CA. 90402</u>	•	MG 1507 to 15 to 15		
	operly Address: 609 30TH STREET, SANTA MOME FINAL VERUFICATION OF CONDITION, Buyer shall Prior to Close of Escrow, NOT AS A CONTINGENCY OF (II) Repairs have been completed as agreed; and (III) Sell REPAIRS: Repairs shall be completed.	have the right to make	6 6 fled by which	Date; Me	15h 8, 2017	
	AND THE SCHOOL NOT AS A CONTINGENCY OF	FTHE SALE BULLET	o uonech veriricanou o	Line Properly w	libin & for 1 3 mg	
	till repairs have been completed as agreed and till so	Hor have reasonable at the	to confirm: (I) the Pron	erly is maintained	Different to Same	У
76,	REPAIRS: Repairs shall be consider a war and	nei Tras comblied Milly Se	llers other obligations	Lindar this Assault	Light to hatadiabit	\mathcal{P}

(ii) Repairs have been completed as agreed; and (iii) Seller has compiled with Seller's other obligations under this Agreement (CAR, form VP).

16. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's experise may be performed by Seller of through others, provided that the work compiles with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality governmental permit, inspection and approval requirements: Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is undestood that exact restoration of appearance or cosmetic items following all statement indicating the Repairs performed by others. (II) obtain involves and receipts for Repairs performed by others. (II) prepare a written and statement indicating the Repairs performed by Seller and the date of such Repairs; and (III) provide Copies of involves and paid receipts and statements to Buyer prior to final verification of condition.

17. PRORATIONS OF PROPERTY TAXES AND OTHER TIEMS: Unless officially leave and assessments interest racing the PAID CURRENT.

and prorated between Buyer and Seller as of Close Of Escrow, real property taxes and assessments, interest, rents, FIOA regular, special, and emergency dues and assessments imposed prior to close of Escrow, premiums on insurance assumed by Bityan, payments on beings and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a assessments assumed by buyer, and gayments on melocyces and other special Assessment branch bound and assessments that ere now a lien. The following items shall be assessment by Buyer WITHOUT CREDIT toward the purchase price: provided payments on Mello-Roos and diller special Assessment Dialica bonds and assessments and Hox special assessments that are now a lien but not yet due. Property will be offiger special Assessment tristice bonds and assessments and many special assessments that any flow a tent but her yet due, interpret will be paid as follows: (i) for periods after close. Of Escrew, by Buyer, and (ii) for periods prior to Close Of Escrew, by Beller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCEOM SHALF BE HANDLED DIRECTLY BETWEEN BOXES AND SELFER Education international transfer of passed out a 30-49% though

A. CONPENSATION: Seller or Buyer, or betti, 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 it becow does not close, as otherwise specified in the edicernant between Broker and that Seller or Buyer.

SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker. (I) Does not decide what price Buyer should pay or Seller should accept; (II) Does not guarantee the condition of the Property; (III) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (IV) Does not have an obligation to conduct an inspection of common areas or areas of the site of the Property (v) shall not be responsible for identifying detents on the Property. In common areas, or offsile unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker, (vii) Shall not be responsible for inspecting public records or germits concerning the little or use of Property (viii) Shall not be responsible for identifying the location of bottness or other items affecting title; (viii) title of use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items attenting title; (MIII) Shall not be responsible for verifying square foolage, representations of others of information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (bx) 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

advice regarding any espect 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, advication and experience required to perform real estate discrised activity. Buyer and Seller agree to seek legal, tax, insurance, little and other destred assistance from appropriate professionals.

19. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity; and not for him/herself (CAR, Form ROSD). Wherever the signature or inflicits of the representative identified in the ROSD) appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting this representative capacity (I) represents that the critic for which that party is acting already exists and (II) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, exitence of authority to act in that capacity (such as but not ilmited to applicable portion of the trust or Dertification Of Trust (Probate Code \$18100.65), letters Testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

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 ocunter offers and addende, 29, 30, 34, 32 and paragraph D of the section tilled Real Estate Brokers on page 10, if a Copy of the separate compensation with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) provided for in paragraph 18A, or paragraph D of the section tilled Real Estate Brokers on page 40 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder. Floider and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Eserow Holder only. Buyer and Sailer will execute additional instructions, documents and forms provided by Eserow Holder that are reasonably necessary to close the eserow and, as directed by Eserow Holder, within 3 (or ____) Days, shall pay to Eserow Holder or HOA or A Copy of this Agreement including any counter offer(s) and addends shall be delivered to Eserow Holder within 3 Days After Eserow Holder within 3 Days After

Acceptance (or Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrew and for other purposes of eacrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrew Holder Signs this Agreement. Escrew Holder shall provide Seller's Statement of Information to Title company when received trades shall be accepted to the Seller's FIRPTA obligation under paragraph 10°C. Escrew Holder shall deliver to Buyer a Qualified Substitute statement that compiles with federal Law.

(M Buyer's Initials (RPA-CA REVISED 12/15 (PAGE 7 OF 10) Seller's initials (CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10) Produces with sig-Pomre by spletgis. 18070 Filtron Mile Road, Prisen Monigan 48026. Body style page.

609 10th street

rop:	erty Address; 609 107H STREET, SANTA MONICA, 90402 Brokers are a party to the eserow for the sole purpose of compensation pursuant to paragraph section tilled Real Estate Brokers on page 10. Buyer and Selfer irrevocably assign to Broke other sections.		
Ċ,	Brokers are a park to the second of the seco		
	section tilled Real Estata Brokers on page 10. Bayer and Saffer irrevocably assign to Brokers on page 10. Bayer and Saffer irrevocably assign to Broker other mutually executed cancellation agreement. Company those funds to Brokers at Close	te: Merch B. 2017	
	paragraph 18A, and irrayocathy tells on page 10. Buyer and Seller irrayocathy and paragraph	18A and paragraph n	of the
	paragraph 18A, and inevocably instituct Escrow Holder to disburse those funds to Brokers at Close other multiply executed cancellation agreement. Compensation instructions can be amended or Holder payment of Brokers. Buyer and belief shall release and hold harmless. Escrow Holder from any	irs compensation socc	alliad in
	consent of Brokers, Russet and Burget agreement. Compensation instructions of brokers at Close	Of Escrow or pursuant	to eres
	1999 S.DEVIDENTIO Prokeries of a second training of the contraction of the contract of the con	revoked only with the	William
D.	consent of Brokers, Buyer and Seller shall please and hold harmless Escrow Holder from any Upon receipt. Escrow Holder shall provide Seller and Seller shall provide Seller and Sellers Research	liability resulting from	Francis
	personant 3A and 30 A street and Seller and Seller's Restair Lings		and cit-think

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrew Holder becomes aware of any of the following. Escrow Holder shall immediately notify all lime of deposit with Escrow Holder; or (ii) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at: in a disposit with escrew monder; or (ii) it suyer and sener instruct begrow Holder to cancel escrew.

E. A. Copy of any amendment that affects any paragraph of this Agreement for which Escrew Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

A. Any clause added by the Parties specifying a remedy (such as release or forfelture of deposit or making a deposit tion-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invelled unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Givil Code.

S. Liquidated DAMAGES: If Buyer falls to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 12H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, Judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyers Initials 1977

22. DISPUTE RESOLUTION:

A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting MEDIATION: The Parties agree to mediate any dispute of claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or could action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, tenues to mediate after a request has been made then that Party shall not be entitled to recover attorney fees, even it they would otherwise an action without tirst attempting to resolve the matter through mediation, or (ii) before commencement or an equiph, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attempt fees, even it they would otherwise be available to that Party in any such solion. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 220. B. ARBITRATION OF DISPUTES:

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

any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 220.

Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPAGE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE WATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU WIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A GOURT 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 LE YOU REFLIE TO SURMIT TO ARBITRATION AFTER AGREFING TO THIS PROVISION YOU PROVISION, IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU WAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA GODE OF CIVIL "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF

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(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreglosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil or orner section or proceeding to emotoe a need or trust, mortgage or installment large sale contract as demed in clivit Code \$2885; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small chalms or

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It may be extended, amended, modified, altered or changed, except 30. DEFINITIONS: As used in this Agreement; A. "Acceptance" means the limit for the limit of th	tremporaneous gral agreement. If any provision of this Agreement is beld to yen full force and affect. Except as otherwise specified, this Agreement shall we of the State of California. Neither this Agreement nor any provision in the writing Signed by Buyer and Seller.
received by the other Party or that Party's authorized agent in acceptant the end of the Party's authorized agent in acceptant the Party of the Party's authorized agent in acceptant to the Parties. Addedda are incompressed by the Parties. Addedda are incompressed by the Parties.	Is accepted in writing by a Party and is delivered to and personally cordance with the ferms of this offer or a final counter offer. any incorporated addenda, collectively forming the binding agreement
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M. "Signed" means either a handwritten or electronic signature on an. 31. EXPIRATION OF OFFER: This offer-shall be deemed revoked and the control of the Signal of the si	order, which is adopted by a controlling city, county, state or federal placements, modifications or retrolliting of the Property provided for
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