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9 **UNITED STATES BANKRUPTCY COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 In re
12 **GUIDO DIMITRI AND PAULA**
13 **DIMITRI**

14 Debtors.

CASE NO. 14-02953-MM11

Chapter 11

MOTION OF DEBTOR-IN-
POSSESSION TO SELL REAL
PROPERTY FREE AND CLEAR OF
LIENS; TO PAY ALL CLOSING COSTS
INCLUDING COMMISSIONS; AND TO
PAY THE NET PROCEEDS TO MARK
KIRK UNDER THAT CERTAIN
SETTLEMENT AGREEMENT

Date: November 8, 2017
Time: 10:00 a.m.
Dept.: 1
Judge: Hon. Margaret M. Mann

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21 COME NOW Guido Dimitri and Paula Dimitri, the Debtors and Debtors-In-
22 Possession (the "Debtors") in the above captioned Chapter 11 case, and move this Court for
23 an order, pursuant to 11 U.S.C. § 363, to sell real property which is property of this Chapter
24 11 estate, free and clear of liens, for leave to pay all escrow and costs related with the
25 purchase including commissions and to deposit the remaining sale proceeds into Debtors'
26 debtor-in-possession operating account to be paid to creditor Mark Kirk in accordance with
27 the Court approved settlement between the Debtors and Mark Kirk.

28 This motion is based on the following:

1 The real property subject to this motion is a portion of real property best described as
2 36323 Cosimo Lane, Winchester, CA. 92596 with Assessor's Parcel Number 963-1030-42.
3 The property is a single family home with 4 beds, 2.25 baths, and approximately 2,016 square
4 feet of living space (the "Subject Property"). Debtors have listed the Subject Property
5 through Red Brick Realty ("Red Brick") for approximately thirty (30) days and Red Brick
6 has located the buyer through its significant and valuable efforts. Debtors seek by this motion
7 to sell the Subject Property and related relief, including the approval of Red Brick's
8 employment. A legal description of the Subject Property is provided in the preliminary title
9 report attached as an exhibit to the Declaration of Guido Dimitri.

10 There is currently an all-cash offer on the Subject Property for \$304,000 under the
11 fully executed California Residential Purchase Agreement and Joint Escrow Instructions (the
12 "Purchase Agreement") attached as an exhibit to the declaration of Guido Dimitri. The offer
13 on hand is a significant cash offer, without a financing contingency.

14 Thus, as a result of the efforts of Debtors' broker, the estate has received this post-
15 petition offer to purchase the Subject Property from a third party, 2450, LLC, a California
16 limited liability company (the "Purchaser"). The Purchaser is a third-party, arms length
17 purchaser which is purchasing the Subject Property free of all liens and claims. The Debtors
18 are informed and believe that Purchaser is a bona fide purchaser with the financial ability and
19 the good faith intent to purchase the Subject Property. The Purchaser has the financial ability
20 to pay for the Subject Property without financing and there is no financing contingency in
21 the purchase agreement between the Debtors and the Purchaser.

22 Debtors believe that the essential terms of the purchase transaction are fair and
23 equitable. This motion is made in good faith and to benefit creditors who will benefit from
24 the proceeds being brought into the Debtor's estate. The essential terms of the purchase are
25 contained in the Purchase and Sale Contract (the "Contract" is attached as Exhibit A to the
26 declaration of Mr. Dimitri):

- 27 a. The Purchase Price is \$304,000.00;
- 28 b. The offer is being made with an initial deposit made to escrow in the

1 amount of \$3,040.00 which has already been deposited to (“Ticor”);

2 c. There is no loan contingency and this is an all cash offer; and

3 d. The Seller’s counter offer no. 1 provides that close of escrow is to
4 occur 45 days from acceptable subject to the Bankruptcy Court’s
5 Approval. Buyer is also to wive the termite report and that the seller is
6 not responsible for providing a report or any repairs.

7 Based on Debtors’ understanding and knowledge, Debtors have identified the known
8 liens on the Subject Property. The preliminary title report for the Subject Property has been
9 obtained. (See Dimitri Decl. at Exhibit “B.”) The Debtors have reviewed the title report and
10 believe that there are no recorded security interests. As provided herein above, the net
11 proceeds of the sale are to go to Mark Kirk based on the previously approved Settlement
12 Agreement between Kirk and the Debtors. The Settlement Agreement called for the Debtors
13 to provide Kirk with a secured claim on the Subject Property and the Debtors have, in fact,
14 provided Kirk with a long form deed of trust securing Kirk’s claim. However, based on the
15 title report, it does not appear that this deed of trust has been recorded. In the event that the
16 deed of trust is recorded, the sale is to be free and clear of this lien. As provided above, the
17 net proceeds of the sale of the Subject Property are to be paid to Kirk.

18 Debtors request that Debtors are to pay half of escrow fees and all escrow costs, which
19 the Debtors anticipate will not be more than \$6,000. The Debtors’ will also pay the
20 commission of 6% to ROG in the amount of \$18,240.00. The actual amounts are to be
21 determined prior to the time of sale based on the an estimated closing statement prepared by
22 the escrow holder.

23 Debtor anticipates that there will be approximately \$279,760.00 remaining after the
24 above valid and uncontested closing costs are paid and commissions are distributed. Should
25 there be unanticipated tax consequences, the net proceeds of the sale will be more than
26 sufficient to provide a reserve for taxes to pay tax obligations, if any. The Debtors do not
27 anticipate there being a taxable gain on the Subject Property. As provided above, the
28 Debtors’ will be paying the net proceeds of this sale to Mark Kirk in accordance with the

1 Settlement Agreement.

2 I.

3 **THE SALE BENEFITS THE ESTATE AND IS ALLOWED**
4 **UNDER 11 U.S.C. § 363**

5 Under 11 U.S.C. § 363(b)(1), the debtor-in-possession, as acting trustee to the
6 debtor’s estate, “after notice and a hearing, may use, sell or lease, other than in the ordinary
7 course of business, property of the estate...” Further, under 11 U.S.C. § 363(f) the trustee,
8 i.e. the debtor-in-possession, “may sell property under subsection (b) or (c) of this section
9 free and clear of any interest in such property of an entity other than the estate, only if – (1)
10 applicable nonbankruptcy law permits sale of such property free and clear of such interest;
11 (2) such entity consents; (3) such interest is a lien and the price at which such property is to
12 be sold is greater than the aggregate value of all liens on such property; (4) such interest is
13 in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding,
14 to accept a money satisfaction of such interest.”

15 Courts considering a sale of real property not in the ordinary course have established
16 a number of ground rules by which such a sale should be measured. The bankruptcy court
17 in *In re Industrial Valley Refrigeration and Air Conditioning Supplies, Inc.*, (Bankr.E.D.Pa.
18 1987) 77 B.R. 15, 21, states “[we] therefore conclude that the standards for allowance of a
19 pre-confirmation sale pursuant to § 363(b)(1) are that the sale proponent must show not only
20 that there is both a “sound business purpose” why the sale should be allowed to take place
21 outside of the ordinary course of Subchapter II of Chapter 11, taking into account the factors
22 suggested by Lionel, but that the proponent must also make a strong showing that all of the
23 requirements for any § 363(b)(1) sale are met. Compare *In re Ancor Exploration Co.*, 30 B.R.
24 802, 808 (N.D.Okla.1983); and *Baldwin United*, supra, 43 B.R. at 905-07. These elements
25 are the provision of accurate and reasonable notice; a showing that the price to be paid is
26 adequate, i.e., fair and reasonable; and establishing that “good faith,” i.e., the absence of any
27 lucrative deals with insiders, is present. The strength of the showing necessary to satisfy each
28 of these elements is heightened by the fact that the protections of Subchapter II of Chapter

1 11 are absent, and such agreements are typically considered on an expedited basis, thus
2 impeding interested parties from making the complete investigation and amassing of contrary
3 evidence which otherwise would be possible.” The four requirements are therefore, a sound
4 business purpose, accurate and reasonable notice, a showing that the price to be paid is
5 adequate and establishing that good faith is present. In the instant matter, the Debtors believe
6 all four requirements are met.

7 *A. Sound business purpose.*

8 As the Court is aware, the Debtors own a number of separate real properties. These
9 properties and the Debtors’ other assets should be more than enough to cover all claims
10 against the Debtors. By this sale, the Debtors stand to realize approximately \$279,760 in net
11 earnings. These funds will be used to comply with the Debtors’ obligations under the Court
12 approved Settlement Agreement between the Debtors and Kirk, specifically the requirement
13 under Paragraph A6 of the agreement that the Debtors pay to Kirk \$300,000 on or before
14 November 28, 2017. The Debtors believe this sale is clearly a sound business decision and
15 has sound business purpose

16 *B. Accurate and Reasonable Notice.*

17 The Debtors shall provide notice to all creditors in this case. The lone potential
18 secured creditor, Mark Kirk, has appeared through counsel, so notice shall be provided to his
19 counsel of record.

20 *C. Price to be Paid.*

21 The Debtors believe the price being paid on the Subject Property, namely \$304,000.00
22 is accurate. The Debtors listed the Subject Property at \$245,000 and the Debtors have not
23 received any higher offer. The Subject Property has been marketed by Debtors for
24 approximately thirty days and the Debtor has made every effort to sell the Subject Property
25 at its highest possible price. Time is of the essence to complete the current sale and the
26 Debtors shall move forward with the same.

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1 *D. Good Faith is Present.*

2 The Debtors have no ties to the Purchaser. There is no insider being paid in any way
3 from the sale of the Subject Property. The Purchaser is represented by a separate broker and
4 all negotiations have been completed at arms length. Other than the obvious gain to be made
5 by the Debtors, the Debtors do not have any other, improper reason to complete this sale, nor
6 do any insiders. The Debtors do not seek any insider compensation from this sale.

7 Finally, under 11 U.S.C. § 363(f), the Subject Property has no secured liens on it, as
8 such, the requirement under subsection (3) satisfies the requirement for this sale to be
9 approved free and clear of all liens. The Debtors respectfully request that the sale of the
10 Subject Property be approved free and clear of all liens.

11 *E. Payment to Red Brick Is Appropriate.*

12 The Debtors believe the 6% commission to be earned by Red Brick, and being shared
13 with Purchaser's broker, is more than reasonable and is well within the going rate for
14 brokerage services relating the sale of residential properties in San Diego. The benefit to the
15 Debtors is clear in this case as the Debtors will be realizing a substantial gain from the sale
16 of the Subject Property and the services the Debtors have received from Red Brick have
17 clearly been a benefit to the Debtors' estate in that a pending sale of the Subject Property has
18 been obtained and negotiated by Red Brick. Debtors therefore respectfully request that the
19 Court approve the compensation of Red Brick for their services at the reasonable rate of a
20 6% commission on the sale of the Subject Property, i.e. \$18,240.

21 **III.**

22 **CONCLUSION**

23 The Debtors therefore respectfully request that the sale of the Subject Property be
24 approved as provided above, and that any escrow fees and costs, and other ordinary and
25 regular expenses that Debtors are required to pay as seller be payable by the Debtors in an
26 amount to be determined in the actual closing statement from the proceeds of the sale
27 including the payment of the seller's commission of 6% of the purchase price, or \$18,240.00
28 paid to Red Brick. The Debtors anticipate receipt of significant funds from the sale and all

1 such funds will be deposited into the General Account to be paid to Kirk in accordance with
2 the Settlement Agreement between the Debtors and Kirk.

3 This motion is based upon the notice of motion, the motion, the declaration of Guido
4 Dimitri, the exhibits to said declaration and such other testimony, oral or documentation to
5 be provided at the time of any hearing hereon.

6
7 Dated: September 29, 2017

/s/ Gustavo E. Bravo
Gustavo E. Bravo, Esq.
SMAHA LAW GROUP, APC
Attorney for Debtors,
Guido and Paula Dimitri

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8 **UNITED STATES BANKRUPTCY COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**
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11
12 In re
13 GUIDO DIMITRI AND PAULA
DIMITRI
14
15 Debtors.

CASE NO. 14-02953-MM11
Chapter 11
DECLARATION OF GUIDO DIMITRI
DATE: November 8, 2017
TIME: 10:00 a.m.
DEPT: 1
JUDGE: Hon. Margaret M. Mann

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19 I, Guido Dimitri, hereby declare:

20 1. I, along with my wife Paula Dimitri, are the Debtors and Debtors-in-possession
21 in the above captioned Chapter 11 case. I make this Declaration upon personal knowledge
22 of the facts contained herein, except as to those matters stated on information and belief, and
23 as to those matters, I believe them to be true such that if I were called as a witness, I could
24 and would competently testify thereto.

25 2. The real property subject to this motion is a portion of real property best
26 described as 36323 Cosimo Lane, Winchester, CA. 92596 with Assessor's Parcel Number
27 963-1030-42. The property is a single family home with 4 beds, 2.25 baths, and
28 approximately 2,016 square feet of living space (the "Subject Property"). We have listed

1 the Subject Property through Red Brick Realty ("Red Brick") for approximately thirty (30)
2 days and Red Brick has located the buyer through its significant and valuable efforts. We
3 seek by the subsequently filed motion to sell the Subject Property and related relief. A legal
4 description of the Subject Property is provided in the preliminary title report attached as
5 Exhibit B hereto.

6 3. There is currently an all-cash offer on the Subject Property for \$304,000 under
7 the fully executed California Residential Purchase Agreement and Joint Escrow Instructions
8 (the "Purchase Agreement") attached as exhibit A hereto. The offer on hand is a significant
9 cash offer, without a financing contingency.

10 4. As a result of the efforts of our broker, the estate has received this post-petition
11 offer to purchase the Subject Property from a third party, 2450, LLC, a California limited
12 liability company (the "Purchaser"). The Purchaser is a third-party, arms length purchaser
13 which is purchasing the Subject Property free of all liens and claims. We are informed and
14 believe that Purchaser is a bona fide purchaser with the financial ability and the good faith
15 intent to purchase the Subject Property. The Purchaser has the financial ability to pay for the
16 Subject Property without financing and there is no financing contingency in the agreement.

17 5. The essential terms of the purchase are contained in the Purchase and Sale
18 Contract (the "Contract" is attached hereto as Exhibit A):

- 19 a. The Purchase Price is \$304,000.00;
- 20 b. The offer is being made with an initial deposit made to escrow in the
21 amount of \$3,040.00 which has already been deposited to Stewart Title
22 at 29995 Technology Drive, Murrieta, CA. 92563 ("Stewart");
- 23 c. There is no loan contingency and this is an all cash offer; and
- 24 d. The Seller's counter offer no. 1 provides that close of escrow is to
25 occur 45 days from acceptable subject to the Bankruptcy Court's
26 Approval. Buyer is also to waive the termite report and that the seller is
27 not responsible for providing a report or any repairs.

28 ///

1 6. Based on my understanding and knowledge, I have identified the known liens
2 on the Subject Property. I believe that there are no recorded security interests. The net
3 proceeds of the sale are to go to Mark Kirk based on the previously approved Settlement
4 Agreement between us and Kirk. The Settlement Agreement called for my wife and I to
5 provide Kirk with a secured claim on the Subject Property and we have, in fact, provided
6 Kirk with a long form deed of trust securing Kirk's claim. However, based on the title
7 report, it does not appear that this deed of trust has been recorded. In the event that the deed
8 of trust is recorded, the sale is to be free and clear of this lien. As provided above, the net
9 proceeds of the sale of the Subject Property are to be paid to Kirk.

10 7. I request that we be allowed to pay half of escrow fees and all escrow costs,
11 which we anticipate will not be more than \$6,000. We will also pay the commission of 6%
12 to Red Brick in the amount of \$18,240.00. The actual amounts are to be determined prior to
13 the time of sale based on the creditor's pay off requests and an estimated closing statement
14 prepared by the escrow holder and to be submitted to the Court prior to any hearing on this
15 matter.

16 8. I anticipate that there will be approximately \$279,760.00 remaining after the
17 above valid and uncontested liens are paid off, closing costs are paid and commissions are
18 distributed. Should there be unanticipated tax consequences, the net proceeds of the sale
19 will be more than sufficient to provide a reserve for taxes to pay tax obligations, if any. I do
20 not anticipate there being a taxable gain on the Subject Property.

21 9. I believe the 6% commission to be earned by Red Brick, and being shared with
22 Purchaser's broker, is more than reasonable and is well within the going rate for brokerage
23 services relating the sale of residential properties in San Diego. The benefit to us is clear in
24 this case as we will be realizing a substantial gain from the sale of the Subject Property and
25 the services we have received from Red Brick have clearly been a benefit to our estate in that
26 a pending sale of the Subject Property has been obtained and negotiated by Red Brick. We
27 therefore respectfully request that the Court approve the compensation of Red Brick for their
28 services at the reasonable rate of a 6% commission on the sale of the Subject Property, i.e.

1 \$18,240.00.

2 I declare under penalty of perjury that the foregoing is true and correct to the best of
3 my knowledge. Executed this 2nd day of October 2017, under the laws of the United States
4 of America.

5 /s/ Guido Dimitri
6 Guido Dimitri

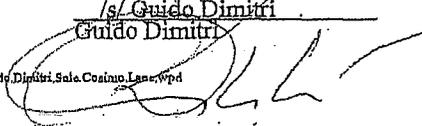
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1 \$18,240.00.

2 I declare under penalty of perjury that the foregoing is true and correct to the best of
3 my knowledge. Executed this 2nd day of October 2017, under the laws of the United States
4 of America.

5 /s/ Guido Dimitri
6 Guido Dimitri



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DECLARATION OF GUIDO DIMITRI
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EXHIBIT A



CALIFORNIA ASSOCIATION OF REALTORS®

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

Date Prepared: 09/05/2017

1. OFFER:

- A. THIS IS AN OFFER FROM 2450, LLC, a California limited liability corp. ("Buyer").
B. THE REAL PROPERTY to be acquired is 36323 Cosimo Lane, Winchester, CA 92596, situated in Winchester (City), Riverside (County), California, 92596 (Zip Code), Assessor's Parcel No. 963103042 ("Property").
C. THE PURCHASE PRICE offered is Three Hundred Four Thousand Dollars \$ 304,000.00
D. CLOSE OF ESCROW shall occur on (date) or 20 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Red Brick Realty (Print Firm Name) is the agent of (check one): [X] the Seller exclusively; or both the Buyer and Seller. Selling Agent Your Home Sold Guaranteed or We'll Buy It (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): [X] the Buyer exclusively; or both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

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

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 3,040.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, [] cashier's check, [] personal check, [] other within 3 business days after Acceptance (or);

OR (2) [] Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.

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

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

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

D. LOAN(S):

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

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 300,960.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
G. PURCHASE PRICE (TOTAL): \$ 304,000.00

Buyer's Initials (X ZLa) ()

Seller's Initials () ()

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RPA-CA REVISED 12/15 (PAGE 1 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)



Property Address: 36323 Cosimo Lane, Winchester, CA 92596

Date: September 5, 2017

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____) Days After Acceptance.
- J. LOAN TERMS:
 - (1) LOAN APPLICATIONS: Within 3 (or ____) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)
 - (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
 - (3) LOAN CONTINGENCY REMOVAL: Within 21 (or ____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP):

5. ADDENDA AND ADVISORIES:

- A. ADDENDA:

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

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

6. OTHER TERMS: "Closing Cost" as referenced on Page 1 Section 3.E. and Page 2 Section 6 of the RPA-CA include but are not limited to escrow fees, intangible tax, title insurance, title exam fee, buyer agency fees, buyer transaction fees, lenders inspection fees, appraisal fee, underwriting fees, courier fees, and loan origination fees.

7. ALLOCATION OF COSTS

- A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
 - (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by Seller's Choice
 - (2) Buyer Seller shall pay for the following Report Wood Destroying Pest and/or Termite Report prepared by Seller's Choice
 - (3) Buyer Seller shall pay for the following Report _____ prepared by Home Inspection

Buyer's Initials (X ZLa) (_____)

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

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



Property Address: 36323 Cosimo Lane, Winchester, CA 92596

Date: September 5, 2017

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

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

C. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee split 50/50 Each to pay their own.
(b) Escrow Holder shall be Sellers choice.
(c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 13E.
(b) Owner's title policy to be issued by Sellers Choice.
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee if applicable.
(2) Buyer Seller shall pay City transfer tax or fee if applicable.
(3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee if applicable.
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
(5) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(6) Buyer to pay for any HOA certification fee.
(7) Buyer Seller shall pay for any private transfer fee if applicable.
(8) Buyer Seller shall pay for Wood Destroying Pest and/or Termite Report and Section 1 Repairs.
(9) Buyer Seller shall pay for VIP Buyer Transaction Fee Paid To Your Home Sold Guaranteed or We'll Buy It.
(10) Buyer Seller shall pay for the cost, not to exceed \$ 450.00, of a standard (or upgraded) one-year home warranty plan, issued by Home Warranty of America, with the following optional coverages: Air Conditioner Pool/Spa Other:
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

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

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

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

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

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

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

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

Buyer's Initials (x ZLa) ()

Seller's Initials () ()

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Bargaal_36323



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Date: September 5, 2017

9. CLOSING AND POSSESSION:

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

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

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

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.

B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials (X ZLg) (_____)
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Seller's Initials ([Signature]) ([Signature])



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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

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

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (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 Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. Buyer indemnify and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials (x ZLa) ()
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Seller's Initials () ()

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

Buyer's Initials (X ZLa) (_____)
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Seller's Initials (_____) (_____)



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Date: September 5, 2017

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

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

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

Buyer's Initials ZL

Seller's Initials [Signature]

22. DISPUTE RESOLUTION:

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

B. ARBITRATION OF DISPUTES:

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

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

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

Buyer's Initials ZL

Seller's Initials [Signature]

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (X ZL) ()

Seller's Initials [Signature] ()

RPA-CA REVISED 12/15 (PAGE 8 OF 10)

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

Property Address: 36323 Cosimo Lane, Winchester, CA 92596 Date: September 5, 2017

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

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

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

Date 9/6/17 SELLER [Signature]

(Print name) Dimitri Family Trust

Date 9/6/17 SELLER [Signature]

(Print name)

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

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

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.

Real Estate Broker (Selling Firm) Your Home Sold Guaranteed or We'll Buy It CalBRE Lic. # 01781649
By Blake E. Cory Blake E. Cory CalBRE Lic. # 01781649 Date 09/05/2017 9:59:03
By Lindsay Ciota Lindsay Ciota CalBRE Lic. # 01878253 Date
Address 43015 Blackdeer Loop Suite 202 City Temecula State CA Zip 92592
Telephone (951) 595-9163 Fax E-mail Lindsay@gchomesteam.com
Real Estate Broker (Listing Firm) Red Brick Realty CalBRE Lic. # 01495812
By Jarred Hanson Jarred Hanson CalBRE Lic. # 01791663 Date 9/13/2017
By DocuSigned By: Jarred Hanson CalBRE Lic. # Date
Address 29995 Technology Dr. #307 City Murrieta State CA Zip 92563
Telephone Fax (951) 677-1187 E-mail jarredhansonre@gmail.com

ESCROW HOLDER ACKNOWLEDGMENT:

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

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

Escrow Holder By Escrow # Date

Address

Phone/Fax/E-mail

Escrow Holder has the following license number #

Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

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

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

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Buyer Acknowledges that page 10 is part of this Agreement (X 2La) () Buyer's Initials

Reviewed by Broker or Designee



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

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



CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 36323 Cosimo Lane, Winchester, CA 92596 ("Property").

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

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

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

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

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

Buyers are encouraged to read it carefully.

Buyer 2450, LLC, a California limited liability corp. 09/05/2017 10:49:35 Buyer

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BIA REVISED 11/14 (PAGE 1 OF 1)

Reviewed by _____ Date _____



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



CALIFORNIA ASSOCIATION OF REALTORS®

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

Date September 6, 2017

This is a counter offer to the: [X] Purchase Agreement, [] Buyer Counter Offer No. _____, or [] Other _____ ("Offer"), dated September 5, 2017, on property known as 36323 Cosimo Ln, Winchester, 92596 ("Property"), between 2450, LLC, A California LLC ("Buyer") and Guido Dimitri, Paula Dimitri ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
C. OTHER TERMS: 1) COE to be 45 days from acceptance. Subject to BK Court Approval
2) Inspection period and full contingency removal to occur 10 days after acceptance
3) Buyer acknowledges seller has never occupied the property
4) Buyer to waive Termite report and seller is not responsible for providing report or repairs
5) Buyer to agree to section 21 A+B and to initial contract
b) Buyer to agree to mediation section 22 A+B and to initial contract
D. The following attached addenda are incorporated into this Seller Counter offer: [X] Addendum No. 1

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date) (or by [] AM [] PM on _____ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or _____, who is authorized to receive it.
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.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
Seller Guido Dimitri Date 09/06/2017
Seller Paula Dimitri Date 09/06/2017

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer 2450, LLC, a California limited liability company Date 09/18/2017 Time 11:52 AM PDT
2450, LLC, A California LLC Date _____ Time _____ AM/PM

CONFIRMATION OF ACCEPTANCE:
(Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) _____ at _____ AM/PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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Reviewed by _____ Date _____



SCO 11/14 (PAGE 1 OF 1)

SELLER COUNTER OFFER (SCO PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

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

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other

dated September 5, 2017, on property known as 36323 Cosimo Ln Winchester, 92596

in which 2450, LLC, A California LLC is referred to as ("Buyer/Tenant") and Guido Dimitri, Paula Dimitri is referred to as ("Seller/Landlord").

- 1) This document is amending the terms stated in Seller Counter #1
2) Buyer's contingency and inspection periods as stated on SCO1 to begin on date court approval of offer is obtained.
2) Escrow period to be up to 45 days

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 09/12/2017 09:20 PM PDT

Buyer/Tenant 2450, LLC, a California limited liability company 2450, LLC, A California LLC

Buyer/Tenant

Date 9/13/2017

Seller/Landlord Guido Dimitri

Seller/Landlord Paula Dimitri

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Reviewed by Date



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

EXHIBIT B

TITLE SNAPSHOT GRADE



1845 Chicago Ave., Ste. D, Riverside, CA 92507
Direct: 951-616-2337 | Fax: 855-861-4197

C

What does this grade mean?

- A = No title curative issues
- B = Issues to pay or clear
- C = Liens to clear
- D = Title curative issues

REO transactions only:

- E = REO curative issues
- R = IRS curative issues

Prepared On

September 15, 2017

Order Number

CA0510-17003144-50

Loan Number

Property Address

36323 Cosimo Lane
Winchester, CA 92596-8545

Title is Vested in

- Guido Dimitri and Paula Dimitri, husband and wife as joint tenants, subject to Item No. 15 and 18 of Schedule B

Subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: Guido DiMitre
Date of Filing: April 16, 2014
U.S. District Court: Southern District of California (San Diego)
Case No: 14-02953-MM11
Disclosed by: Chapter 11

Name of Debtor: Paula DiMitre
Date of Filing: April 16, 2014
U.S. District Court: Southern District of California (San Diego)
Case No: 14-02953-MM11
Disclosed by: Chapter 11

Subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: Guido DiMitre and Paula DiMitre
Date of Filing: July 15, 2016
U.S. District Court: Southern District of California (San Diego)
Case No: 16-90119-MM
Disclosed by: Chapter: 11

Issues to Pay or Clear at Closing

Issue	Description
■ Possible HOA	There may be a possible HOA on the property.
■ Trust	The Property is vested in a Trust. A copy of the Trust Agreement and/or Certification of Trust may be required.

Liens to Clear/Potential Failure of Title

Issue	Description
■ Bankruptcy	The record reflects an open or recent Bankruptcy. Additional documentation may be required.
■ Vesting Issues	Property is vested in the name of incorrect entity, and must be transferred to the clients correct vesting prior to closing.
■ No Open Deed of Trust or Mortgages of Record	We find no open Deeds of Trust or Mortgages of record. Please verify whether or not we have overlooked something or confirm property is free and clear. Title365 will be unable to provide a "Clear-To-Close" until this investigation is complete.

Questions

For questions regarding this Title Snapshot, please contact:

Margo Sweet
951-616-2337
tu50@stewart.com

The Title Snapshot is intended for informational purposes only. It is not intended as a guaranty, affirmation, indemnification, or certification of any fact, insurance coverage or conclusion of law to any insured or party to a transaction. No liability for reliance thereon is inferred, implied or expressed.

stewart title®

1845 Chicago Ave., Ste. D, Riverside, CA 92507
Direct: 951-616-2337 Fax: 855-861-4197

PRELIMINARY REPORT

Stewart Title of California
29995 Technology Drive, Suite 305
Murrieta, CA 92563
Attn: Brian Stroh

Our Order: CA0510-17003144-50
Escrow Ref: CA0540-17200340-BS
Listing Agent Ref: 36323 Cosimo
When Replying Please Contact:
Stewart Title of California
1845 Chicago Ave., Ste. D
Riverside, CA 92507
Attn: Margo Sweet
951-616-2337

Today's Date: September 15, 2017

Property Address: 36323 Cosimo Lane, Winchester, CA 92596-8545

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

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

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the Policy or Policies of Title Insurance and should be carefully considered.

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

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

Dated as of September 1, 2017, at 07:30 AM.



Margo Sweet
Title Officer
tu50@stewart.com

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

ALTA Loan Policy 2006 with ALTA Endorsement-Form 1 Coverage, ALTA Homeowner's Policy (12/02/13), or equivalent,
Underwritten by: Stewart Title Guaranty Company

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A condominium, in fee, as defined in Section 783 of the California Civil Code.

Title to said estate or interest at the date hereof is vested in:

Guido Dimitri and Paula Dimitri, husband and wife as joint tenants, subject to Item No. 15 and 18 of Schedule B

Subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: Guido DiMitre

Date of Filing: April 16, 2014

U.S. District Court: Southern District of California (San Diego)

Case No: 14-02953-MM11

Disclosed by: Chapter 11

Name of Debtor: Paula DiMitre

Date of Filing: April 16, 2014

U.S. District Court: Southern District of California (San Diego)

Case No: 14-02953-MM11

Disclosed by: Chapter 11

Subject to proceedings pending in the bankruptcy court where a petition for relief was filed:

Name of Debtor: Guido DiMitre and Paula DiMitre

Date of Filing: July 15, 2016

U.S. District Court: Southern District of California (San Diego)

Case No: 16-90119-MM

Disclosed by: Chapter: 11

The land hereinafter referred to is situated in the Area of Winchester, County of Riverside, State of CA, and is described as follows:

A Condominium Comprised of:

Parcel 1:

An undivided 1/6th fee simple interest as a tenant in common in and to the Building Envelope in which the Residential Unit is located as shown and defined on that certain Condominium Plan for Casabella, Phase 3 recorded March 30, 2005 as Instrument No. 05-247365 ("Condominium Plan") which Building Envelope is situated within Module D of Lot 2 of Tract no. 31007 in the County of Riverside, state of California filed in Book 372 Pages 90 through 95, inclusive, of Maps, Records of said County, as shown on the Condominium Plan.

Excepting therefrom all Residential Units within the building envelope in which the Residential Unit is located as shown and defined on the Condominium Plan.

Further excepting therefrom, non-exclusive and certain exclusive easements for the purposes described in the Declaration referred to below.

Parcel 2:

Residential Unit No. 180, as shown and defined on the Condominium Plan.

Parcel 3:

An exclusive right to use and occupy the exclusive use common area, if any, as identified on the Condominium Plan as appurtenant to the residential unit listed above. Said exclusive use common areas shall be and are hereby declared appurtenant to Parcel 1 described above and shall include an exclusive easement ("Exclusive Use Easement") over the portion of the Association Property and/or common area (as shown on the Condominium Plan).

Parcel 4:

A non-exclusive easement, in common with other owners, for ingress, egress, use and enjoyment, over, in, to and throughout the Association Property shown on the Condominium Plan and over, in, to and throughout the Association Property of the other phases of the Property described in the Declaration. Which easements are appurtenant to the residential unit described above. This easement shall become effective as to each of said other phases, respectively, upon (I) Recordation of a Supplementary Declaration, declaring such Phases, respectively, to be subject to the declaration, and (II) conveyance of the First Condominium in each respective phase to an owner under a final subdivision public report, all as more fully set forth in the Declaration. The Association Property referred to herein as to each of such Phases shall be as shown and described on the Condominium Plan covering each such Phase recorded in the Office of the County Recorder of Riverside County, California. This non-exclusive easement is further subject to any exclusive or non-exclusive easements reserved in the Declaration, the Condominium Plan, and this Grant Deed.

Parcel 5:

A non-exclusive easement for access, ingress and egress, on, over, under, along and across roadway Modules A, C, and D as shown on the Condominium Plan.

APN: 963-103-042-4

SCHEDULE B

At the date hereof, Exceptions to coverage, in addition to the printed Exception and Exclusions contained in said policy form would be as follows:

- 1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2017 - 2018 which are a lien not yet payable.
- 2. Property taxes for the fiscal year shown below are paid. For proration purposes the amounts are:

Fiscal year:	2016-2017
1st Installment:	\$1,930.94
2nd Installment:	\$1,930.94
Exemption:	\$0.00
Land:	\$43,288.00
Improvements:	\$124,456.00
Personal Property:	\$0.00
Code Area:	094-261
Assessment No:	963-103-042-4

- 3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- 4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- 5. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 6. Matters in various instruments of record which contain, among other things, easements and rights of way in, on, over and under the common area for the purpose of constructing, erecting, operating or maintaining thereon or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, power, telephone and other purposes, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

Also the equitable right of use and enjoyment in and to and throughout the common area as well as non-exclusive easements and equitable rights for ingress, egress to the owner herein described. Reference is hereby being made to various documents and maps of record for full and further particulars.

- 7. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District TEMECULA VLY USD 2005-1.
- 8. The terms and provisions contained in the document entitled "Notice of Non-Adversarial Procedure, Notice to Successors in Interest, and Notice of Builder's Agent for Notice Under California Civil Code Section 912(f), 912(h), and 912(e)"
Recorded: May 19, 2004 as Instrument Number 04-377143, of official records.
- 9. The terms and provisions contained in the document entitled "Reimbursement Agreement"
Recorded: June 30, 2004 as Instrument Number 04-505827, of official records.
- 10. The terms and provisions contained in the document entitled "Notice of Non-Adversarial Procedure, Notice To Successors In Interest, and Notice of Builder's Agent For Notice Under California Civil Code Sections 912(f), 912(h), and 912(e)"
Recorded: October 18, 2004 as Instrument Number 04-824055, of official records.
- 11. Abutter's rights of ingress and egress to or from Lot A (Pourroy Road), have been dedicated or relinquished on the filed Map.

12. The effect of a recital on said map stating that this property is located in the Murrieta Creek-Warm Springs Valley Area drainage plan and that said property is subject to fees for said drainage area.
13. Limitations, reservations, provisions, assessments, liens and charges, as contained in a declaration of restrictions. Recorded: March 30, 2005 as Instrument Number 05-247367, of Official Records.

Said declaration contains among other things the following:

- A. Certain easements.
- B. Assessments.
- C. Liens and the subordination thereof.
- D. Mortgage protection clause.

But omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent said covenant (A) is exempt under Title 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons.

Casabella Owners Association, a California Nonprofit Mutual Benefit Corporation, its successors and assigns is referenced in the above mentioned document.

The provisions of said covenants, conditions and restrictions were extended to include the herein described land by an instrument:

Recorded: March 30, 2005 as Instrument Nos. 05-247368; 05-247369 and 05-247370, all of Official Records, of Official Records.

14. Any rights of the parties, if other than the Vestees, in possession of the Parking Space shown in the legal description herein.
15. The interest, if any, of the grantee(s) in the deed referenced below. The record does not disclose that such grantee is an entity capable of acquiring title to real property:
Grantor: Guido Dimitri and Paula Dimitri as joint tenants
Grantee: Dimitri Family Trust 08-21-01
Recorded: May 29, 2014 at Instrument Number 2014-0195907 of Official Records.
16. We find no open Deeds of Trust of record. Please verify by inquiry of escrow personnel and/or agents whether or not we have overlooked something and advise the title department accordingly prior to close of escrow.
17. Note: to avoid delays at the time of closing, it will be necessary that a written statement from the Homeowner's Association that all liens, charges and/or assessments levied on said land have been paid. Said statement should include all amounts due up to and including the date of closing.
18. If title is to be insured in the trustee(s) of a trust or their act is to be insured, we will require a full copy of the trust agreement and any amendments thereto. In certain situations the Company may accept a Trustee certificate pursuant to Section 18100.5 of the California Probate Code for the trust agreement. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

Name of Trust: Dimitri Family Trust 08-21-01

19. Prior to the issuance of any policy of title insurance, the Company will require the following with respect to 2450, LLC, a California limited liability company:
- (1) A copy of its operating agreement and any amendments thereto must be submitted to the Company for review.
 - (2) A certified copy of its articles of organization (LLC-1), any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) must be submitted to the Company for review.
 - (3) With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented to the Company for recording or upon which the Company is asked to rely, such document or instrument must be executed in accordance with the following:
 - (a) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of the written operating agreement, such document or instrument must be executed by at least two duly elected or appointed officers as follows: the chairman of the board, the president, vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer.
 - (b) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document or instrument must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - (4) Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

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

Party(ies): All Parties

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

END OF SCHEDULE B

stewart title®

1845 Chicago Ave., Ste. D, Riverside, CA 92507
Direct: 951-616-2337 Fax: 855-861-4197

Attn:

Borrower: 2450, LLC, a California LLC

Lenders Supplemental Report to Preliminary Report

The Preliminary Report (including any supplements or amendments thereto) to which this is attached is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

- A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance . This report discloses nothing, which would preclude the issuance of said American Land Title Association loan policy of title insurance with endorsement No. 100 attached thereto.
- B. The improvements on said land are designated as:
Condominium (*Residential*)
36323 Cosimo Lane, in the Area of Winchester, County of Riverside, State of California.
- C. Pursuant to information provided to Stewart Title of California as of the date hereinabove, the proposed insured loan amount is \$100.00 with the proposed insured lender being .
- D. The only conveyance(s) affecting said land recorded with 24 months of the date of this report are as follows:
NONE

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Direct: 951-616-2337 Fax: 855-861-4197

Notes and Requirements Section

Note 1: On July 1, 1985, Assembly Bill 3132 became effective. Assembly Bill 3132 adds and repeals portions of Sections 480.3 and 480.4 of the Revenue and Taxation Code of the State of California.

The act requires the County Assessor and/or Recorder to make available a statutorily prescribed form entitled "Preliminary Change of Ownership Report". Said report must be completed by the buyer and filed concurrently with the recordation of the documents evidencing the change of ownership. Failure to present the Change of Ownership Report at the time of recordation will cause the County Recorder to charge an additional \$20.00 penalty recording fee. The fee cannot be charged if the transfer document is accompanied by the affidavit stating that the buyer/transferee is not a resident of the State of California. This report is for official use only and is not open to public inspection.

For further information, contact the Change of Ownership Section in the Assessor's Office located in the County of said property or the County Recorder's Office located in the County of said property.

Note 2: Attached are Privacy Policy Notices in compliance with the Gramm-Leach-Bliley Act (GLBA) effective July 1, 2001. Please review said Notices regarding personal information.

Note 3: The map attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. This company expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Note 4: The only conveyance(s) affecting said land recorded with 24 months of the date of this report are as follows:

NONE

Note 5: Additional Requirements for "Short Sale" Transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation:

The Company will require, prior to the issuance of a policy of title insurance, evidence that the first-position trust deed holder has received and acknowledged all payments to be made to subordinate-position lien holders, regardless of whether such payments are to be made from proceeds or from contributions by real estate brokers and/or buyers in the subject transaction, or from other third-party sources. Evidence shall include but not be limited to: (a) a written demand from the first-position trust deed holder acknowledging and approving payments to subordinate position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position lien holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

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CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California. Stewart Title of California may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California. Such benefits shall be deemed additional compensation to Stewart Title of California for its services in connection with the escrow or sub-escrow. If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**

Revised 11-19-2013

stewart title

1845 Chicago Ave., Ste. D, Riverside, CA 92507
Direct: 951-616-2337 Fax: 855-861-4197

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: September 15, 2017
Order No.: CA0510-17003144-50
Property: 36323 Cosimo Lane, Winchester, CA 92596-8545
From: Stewart Title of California

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA - Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Stewart Insurance Settlement Service	Charge or range of charges
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

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1845 Chicago Ave., Ste. D, Riverside, CA 92507
Direct: 951-616-2337 Fax: 855-861-4197

FOR TRANSACTIONS WHERE STEWART TITLE OF CALIFORNIA IS NOT CLOSING ESCROW

Order Number: CA0510-17003144-50
Subject Property Address: 36323 Cosimo Lane, Winchester, CA 92596-8545
APN: 963-103-042-4

ACKNOWLEDGMENT OF RECEIPT, UNDERSTANDING AND APPROVAL OF "AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT" AND "STG PRIVACY NOTICE FOR STEWART TITLE COMPANIES"

The undersigned hereby acknowledge that I/we have received, read, understand and approve Stewart Title of California, Inc.'s "Affiliated Business Arrangement Disclosure Statement" and "STG Privacy Notice for Stewart Title Companies", provided to me/us in connection with the above captioned matter.

Read and signed on _____ 2450, LLC, a California LLC

BY: _____



1845 Chicago Ave., Ste. D, Riverside, CA 92507
Direct: 951-616-2337 Fax: 855-861-4197

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the Area of Winchester, County of Riverside, State of CA, and is described as follows:

A Condominium Comprised of:

Parcel 1:

An undivided 1/6th fee simple interest as a tenant in common in and to the Building Envelope in which the Residential Unit is located as shown and defined on that certain Condominium Plan for Casabella, Phase 3 recorded March 30, 2005 as Instrument No. 05-247365 ("Condominium Plan") which Building Envelope is situated within Module D of Lot 2 of Tract no. 31007 in the County of Riverside, state of California filed in Book 372 Pages 90 through 95, inclusive, of Maps, Records of said County, as shown on the Condominium Plan.

Excepting therefrom all Residential Units within the building envelope in which the Residential Unit is located as shown and defined on the Condominium Plan.

Further excepting therefrom, non-exclusive and certain exclusive easements for the purposes described in the Declaration referred to below.

Parcel 2:

Residential Unit No. 180, as shown and defined on the Condominium Plan.

Parcel 3:

An exclusive right to use and occupy the exclusive use common area, if any, as identified on the Condominium Plan as appurtenant to the residential unit listed above. Said exclusive use common areas shall be and are hereby declared appurtenant to Parcel 1 described above and shall include an exclusive easement ("Exclusive Use Easement") over the portion of the Association Property and/or common area (as shown on the Condominium Plan).

Parcel 4:

A non-exclusive easement, in common with other owners, for ingress, egress, use and enjoyment, over, in, to and throughout the Association Property shown on the Condominium Plan and over, in, to and throughout the Association Property of the other phases of the Property described in the Declaration. Which easements are appurtenant to the residential unit described above. This easement shall become effective as to each of said other phases, respectively, upon (I) Recordation of a Supplementary Declaration, declaring such Phases, respectively, to be subject to the declaration, and (II) conveyance of the First Condominium in each respective phase to an owner under a final subdivision public report, all as more fully set forth in the Declaration. The Association Property referred to herein as to each of such Phases shall be as shown and described on the Condominium Plan covering each such Phase recorded in the Office of the County Recorder of Riverside County, California. This non-exclusive easement is further subject to any exclusive or non-exclusive easements reserved in the Declaration, the Condominium Plan, and this Grant Deed.

Parcel 5:

A non-exclusive easement for access, ingress and egress, on, over, under, along and across roadway Modules A, C, and D as shown on the Condominium Plan.

APN: 963-103-042-4

EXHIBIT B (05-06-16)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

CLT/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

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

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - building;
 - zoning;
 - land use;
 - improvements on the Land;
 - land division;
 - environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- Risks:
 - that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - that result in no loss to You; or
 - that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- Failure to pay value for Your Title.
- Lack of a right:
 - to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - in streets, alleys, or waterways that touch the Land.
- This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
 * For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
 The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

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

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

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

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

EXCEPTIONS FROM COVERAGE

PART I

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

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

PART II

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

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

Statement of Information (Confidential)

Note: This form is needed in order to eliminate judgments and liens against people with similar names

The street address of the property in this transaction is: (if none, leave blank)

Address _____ City _____

Occupied by: Owner Tenants Lessee Single Residence Multiple Residence Commercial Vacant Land

Any construction/improvements in last 6 months? Yes No Is any portion of new loan to be used for improvements? Yes No

If yes, state nature of work done or contemplated _____

Party 1

Party 2

First _____ Middle _____ Last _____

First _____ Middle _____ Last _____

Former last name(s), if any _____

Former last name(s), if any _____

Birthplace _____ Birth Date _____

Birthplace _____ Birth Date _____

Social Security No. _____ Driver's License No. _____

Social Security No. _____ Driver's License No. _____

I am single am married Have a domestic partner

I am single am married Have a domestic partner

Name of current spouse or domestic partner (if other than Party 2) _____

Name of current spouse or domestic partner (if other than Party 1) _____

Name of former spouse/domestic partner (if none, write "none") _____

Name of former spouse/domestic partner (if none, write "none") _____

Marriage or Domestic Partnership Between Parties 1 and 2

Are Parties 1 & 2: Married? _____ Domestic Partners? _____ Date of Marriage/Domestic Partnership: _____

Party 1 – Occupations for Last 10 Years

Present Occupation _____ Firm Name _____ Address _____ No. of Years _____

Prior Occupation _____ Firm Name _____ Address _____ No. of Years _____

Party 1 – Residences for Last 10 Years

Number and Street _____ City and State _____ From _____ To _____

Party 2 – Occupations for Last 10 Years

Present Occupation _____ Firm Name _____ Address _____ No. of Years _____

Prior Occupation _____ Firm Name _____ Address _____ No. of Years _____

Party 2 – Residences for Last 10 Years

Number and Street _____ City and State _____ From _____ To _____

Have any of the above parties owned or operated a business? Yes No If so, please list names _____

I have never been adjudged, bankrupt nor are there any unsatisfied judgments or other matters pending against me which might affect my title to this property, except as follows: _____

The undersigned declare under penalty of perjury that the above information is true and correct. (all parties must sign)

Date _____ Signature _____

Signature _____

Home Phone _____ Work Phone _____

Home Phone _____ Work Phone _____

Email Address _____

Email Address _____

stewart title®

1845 Chicago Ave., Ste. D, Riverside, CA 92507
Direct: 951-616-2337 Fax: 855-861-4197

Title Company: Stewart Title of California
Title Order No.: CA0510-17003144-50
Escrow Holder: Stewart Title of California
Escrow No.: CA0510-17003144-50

CERTIFICATION OF TRUSTEES UNDER TRUST (California Probate Code Section 18100.5)

1. Declarant(s), the currently acting Trustee(s) of the Trust, certify the existence of the following described Trust and facts regarding said Trust:

Name of Trust: _____

Made Under the Laws of the State of _____

Date of Execution of Trust: _____

The name of the Trustee(s) now qualified to act under the Trust instrument and who are the only qualified Trustee(s): _____

Settlor(s): _____

Social Security No. or Employer Identification No. _____

2. Declarant(s) certify that if fewer than all currently acting Trustees are required to sign, the Trustee(s) named below are all those necessary to execute documents on behalf of the Trust:

Trustee(s) _____

3. Declarant(s) certify that the Trust is in full force and effect and has not been revoked, terminated, or otherwise amended in any manner which would cause the representation in this Certification to be incorrect, except as follows:

4. The Trust is irrevocable
 revocable and the person(s) holding the power to revoke is/are:

5. The manner in which title to Trust assets is to be taken is:

6. Declarant(s) state that the above named trustee(s) is/are fully empowered to act for said trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contracting for, and executing these document(s).

7. Declarant(s) state(s) that to the best of his/her/their knowledge, there are no claims, challenges of any kind or causes of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the trust.

This document is to be signed by all of the currently acting Trustees:

I declare that the statements contained herein are true and correct and are made under penalty of perjury,
this _____ day of _____, 20_____.

Signature

Address

Name (Type or Print)

Signature

Address

Name (Type or Print)

Subscribed and sworn (or affirmed) before me on this _____ day of _____,
20_____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Notary Signature: _____

Space below reserved for notary seal.

BOE-502-A (P1) REV. 12 (05-13)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree
(Make necessary corrections to the printed name and mailing address)

2450, LLC, a California LLC
36323 Cosimo Ln
Winchester, CA 92596

ASSESSOR'S PARCEL NUMBER
963-103-042-4
SELLER/TRANSFEROR
Dimitri Family Trust
BUYER'S DAYTIME TELEPHONE NUMBER
()
BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY
36323 Cosimo Lane, Winchester, CA 92596-8545

MAIL PROPERTY TAX INFORMATION TO (NAME)
2450, LLC, a California LLC

ADDRESS 36323 Cosimo Ln	CITY Winchester	STATE CA	ZIP CODE 92596
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<input type="checkbox"/> YES <input type="checkbox"/> NO	This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.	MO	DAY	YEAR
--	---	----	-----	------

PART 1. TRANSFER INFORMATION *Please complete all statements.*

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO
- A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
 - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
 - *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
 - *D. This transfer is the result of a cotenant's death. Date of death _____
 - *E. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? YES NO
 - *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
 - G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
 - H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
 - I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
 - J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
 - K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
 - M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
 - N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
 - *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

BOE-502-A (P2) REV. 12 (05-13)

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 - Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 - Original term in years (including written options): _____ Remaining term in years (including written options): _____
 - Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price. \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - FHA (____ Discount Points) Cal-Vet VA (____ Discount Points) Fixed rate Variable rate
 - Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
- Direct from seller From a family member-Relationship _____
- Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 - Single-family residence Co-op/Own-your-own Manufactured home
 - Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 - Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
 - If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
 - If YES, enter the value attributed to the manufactured home: \$ _____
 - YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
 - If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
 - Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶ _____	DATE _____	TELEPHONE () _____
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	E-MAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



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

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

Website: www.riversideacr.com

DOCUMENTARY TRANSFER TAX AFFIDAVIT

WARNING

ANY PERSON WHO MAKES ANY MATERIAL MISREPRESENTATION OF FACT FOR THE PURPOSE OF AVOIDING ALL OR ANY PART OF THE DOCUMENTARY TRANSFER TAX IS GUILTY OF A MISDEMEANOR UNDER SECTION 5 OF ORDINANCE 516 OF THE COUNTY OF RIVERSIDE AND IS SUBJECT TO PROSECUTION FOR SUCH OFFENSE.

ASSESSOR'S PARCEL NO. -- -- I declare that the documentary transfer tax for this
Property Address: transaction is: \$

If this transaction is exempt from Documentary Transfer Tax, the reason must be identified below.

I CLAIM THAT THIS TRANSACTION IS EXEMPT FROM DOCUMENTARY TRANSFER TAX BECAUSE: (The Sections listed below are taken from the Revenue and Taxation Code with the exception of items 11 and 12 which are taken from Riverside County Ordinance 516). Please check one or explain in "Other".

- 1. Section 11921. The conveyance was given to secure a debt.
2. Section 11922. The conveyance is to a governmental entity or political subdivision.
3. Section 11923. The conveyance is under a reorganization or adjustment plan.
4. Section 11924. The conveyance is under order of the Securities and Exchange Commission.
5. Section 11925. The transfer is between individuals and a legal entity or partnership, or between legal entities and does not change the proportional interests held.
6. Section 11926. The conveyance is from a trustor to a beneficiary, in lieu of foreclosure, and no additional consideration was paid.
Section 11926. The conveyance is to a grantee who is the foreclosing beneficiary and the consideration paid by the foreclosing beneficiary does not exceed the unpaid debt.
7. Section 11927. The conveyance relates to a dissolution of marriage or legal separation. (A spouse must sign a written recital in order to claim this exemption. This form may be used for that purpose.)
8. Section 11928. The conveyance is by a governmental entity with an agreement by purchaser to reconvey.
9. Section 11929. The conveyance is by a governmental entity to an authorized nonprofit corporation.
10. Section 11930. The conveyance is an inter vivos gift* or a transfer by death.

*Please be aware that information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service. Also, certain gifts in excess of the annual Federal gift tax exemption may trigger a Federal Gift Tax. In such cases, the Transferor (donor/grantor) may be required to file Form 709 (Federal Gift Tax Return) with the Internal Revenue Service.

- 11. Section 8. The easement is not perpetual, permanent, or for life.
12. Section 9. The document is a lease for a term of less than (35) years (including written options).
13. Other (Include explanation and authority)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this day of , 20 at City State

Signature of Affiant

Printed Name of Affiant

Name of Firm (if applicable)

Address of Affiant (including City, State, and Zip Code)

Telephone Number of Affiant (including area code)

This form is subject to the California Public Records Act (Government Code 6250 et. seq.)

For Recorder's Use:

Affix PCOR Label Here