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7 Attorneys for Reorganized Debtor, Melissa DeMarco

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION**

10 In re) Chapter 11 Case
11 Melissa DeMarco,)
12 Reorganized Debtor.) Bankr. No. 9:13-bk-11112-PC
13) NOTICE OF MOTION AND MOTION FOR
14) AUTHORITY OF DEBTOR TO SELL REAL
15) PROPERTY OF THE ESTATE FREE OF LIENS,
16) CLAIMS OR INTERESTS AND TO PAY COSTS
17) OF SALE, INCLUDING COMMISSIONS OF
18) REAL ESTATE SALES AGENT; MEMORANDUM
19) OF POINTS AND AUTHORITIES;
20) DECLARATION IN SUPPORT [11 U.S.C.
21) Sections 363 and 1129; Local Rule 6004-1(c) and
22) 9013-1(o)]
23)
24) Date: March 22, 2017
25) Time: 10:00 am
26) Place: Courtroom 201
27) 1415 State St., Santa Barbara, CA
28)

20 -
21 TO THE HONORABLE PETER CARROLL, UNITED STATES BANKRUPTCY JUDGE, PARTIES
22 IN INTEREST, AND COUNSEL OF RECORD:

23 COMES NOW, Melissa DeMarco, the Reorganized Debtor (the "Debtor" or "Seller"), by and
24 through counsel of record, Louis J. Esbin, Esq., who does hereby respectfully submit for the Court's
25 consideration and that of parties in interest this NOTICE OF MOTION AND MOTION FOR AUTHORITY
26 OF DEBTOR TO SELL REAL PROPERTY OF THE ESTATE FREE OF LIENS, CLAIMS OR
27 INTERESTS AND TO PAY COSTS OF SALE, INCLUDING COMMISSIONS OF REAL ESTATE SALES
28 AGENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION IN SUPPORT [11 U.S.C.

1 Sections 363 and 1129; Local Rule 6004-1(c) and 9013-1(o)]("Motion to Sell"), through which the Debtor
2 moves this Court for an Order Authorizing Debtor, under Bankruptcy Code section 363, upon notice and
3 an opportunity for objection, to sell the Real Property of the Estate, consisting of the residential Real
4 Property (Debtor's principal residence) located at 5396 Calarosa Ranch Road, Camarillo, California
5 93012 (APN 173-0-070-015) (the "Real Property"), to the disinterested third party buyer, Juli Montano,
6 for the purchase price of \$1,575,000, on the following grounds:

7 1. Notwithstanding that the Court confirmed Debtor's Chapter 11 Plan, through which all property
8 of the estate vested in the Debtor, for the reason that the title company will not insure title without a court
9 order authorizing the sale (or in the alternative that an order is not necessary);

10 2. Notwithstanding the express provision in the confirmed Chapter 11 Plan that provides the second
11 on the Real Property, PNC Mortgage, only receives the difference between its treatment under the
12 Chapter 11 Plan (being paid 35% of its outstanding indebtedness at the time the case was commenced),
13 PNC Mortgage submitted and refused to amend its escrow demand for full payment; thereby
14 necessitating the filing and prosecution of this Motion to Sell;

15 3. Notwithstanding that under the Family Law Court MSA between the Debtor and her ex-spouse,
16 Robert Demarco, that the Real Property was to have been quit-claimed to her and the confirmed Chapter
17 11 Plan was premised upon Melissa Demarco having title to the Real Property, there was no quit claim
18 executed or recorded and the IRS, believing Robert Demarco was the owner of the Real Property,
19 recorded a lien against the Real Property;

20 4. Even though Debtor has set the Motion to Sell on the Court's calendar for March 22, 2017, time
21 is of the essence, where the Buyer desires to close after much delay and, through counsel has made
22 demand for performance, but, as well, the holder of the first on the Real Property, Union Bank of
23 California, has relief from stay and desires to foreclose, such that Debtor will seek an order shortening
24 time to have the Motion to Sell heard as early as the Court may hear the matter, which shortened notice
25 will not prejudice any of the parties, as Union Bank of California ("UBOC") will be paid in full and PNC
26 Mortgage will receive only what it is entitled to receive as provided in the confirmed Chapter 11 Plan; and

27 5. This Motion to Sell is made on the further grounds set forth in the Memorandum of Authorities,
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1 Declarations in Support, filed concurrently herewith, and on such further grounds as may be presented
2 in oral arguments before this Court or upon Reply to any opposition filed in response to this Motion.

3 NOTICE IS FURTHER GIVEN of the following summary of the Estimated Costs of Sale for which
4 Debtor is responsible set forth in further support of the Motion:

5 **5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015)**

<u>Description</u>	<u>Party Name</u>	<u>Amount</u>	<u>Proceeds</u>	<u>Source</u>
Sale Price	Juli Montano	\$1,575,000.00	\$1,575,000.00	Purchase Agreement
Prorations/Adjs	Prop Tax/HOA	\$0.00	\$1,575,000.00	Estimated Closing
Seller's Agent	C-21 Troop	\$55,125.00	\$1,519,875.00	Estimated Closing
Buyer's Agent	Harcourt	\$39,375.00	\$1,480,500.00	Estimated Closing
Title Charges	Fees and Taxes	\$4,923.00	\$1,475,577.00	Estimated Closing
Escrow Charges	All Valley Escrw	\$3,550.00	\$1,472,027.00	Estimated Closing
1 st Lien	UBOC	\$1,353,471.34	\$118,555.66	Estimated Closing
2 nd Lien	PNC Bank	\$108,208.40	\$10,347.26	Estimated Closing
Property Taxes	Ventura County	\$10,481.24	(\$133.98)	Estimated Closing
Add'l Disburs	Various	\$3,832.59	(\$3,966.57)	Estimated Closing
Total Lien Payoff and Costs of Sale			\$1,578,966.57	

17 NOTICE IS FURTHER GIVEN that true and correct copies of the Escrow Estimated Settlement
18 Statement is attached and incorporated by this reference as Exhibit "1," the Preliminary Title Report is
19 attached and incorporated by reference as Exhibit "2," the Purchase Agreement is attached and
20 incorporated by this reference as Exhibit "3," the UBOC payoff demand is attached and incorporated by
21 reference as "Exhibit 4," the PNC payoff demand (to be reduced per the confirmed Chapter 11 Plan) is
22 attached and incorporated by reference as "Exhibit 5," and a true and correct copy of the IRS Lien is
23 attached and incorporated by reference as "Exhibit 6." In further support of the Motion, there are
24 attached to the Declaration of Paul Stansen the following documentation: A True and correct copy of a
25 Notice to Seller to Perform is attached and incorporated by reference as "Exhibit 7."

26 NOTICE IS FURTHER GIVEN that in accordance with the Local Rules of this Court, should any
27 party wish to oppose this Motion, they must do so by written opposition filed and served upon counsel
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1 for Debtors not less than fourteen (14) days from the date of notice of this Motion and request that a
2 hearing be set, the failure to do so timely being deemed a waiver of any opposition which may have been
3 made, resulting in a declaration of nonopposition to be filed and entry of an order granting the within
4 Motion.

5 WHEREFORE, DEBTORS respectfully request the Court grant the Motion to Sell, and sale of
6 the Real Property at at the purchase price of \$1,575,000 (the "Sale"), and for such other and further relief
7 as the Court may deem just and proper.

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9 Dated: February 28, 2017

LAW OFFICES OF LOUIS J. ESBIN

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/s/ Louis J. Esbin

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BY _____
LOUIS J. ESBIN, ESQ.
Attorneys for Reorganized Debtor

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MEMORANDUM OF AUTHORITIES

I.
INTRODUCTION

This Motion concerns the sale of Debtors' residential Real Property located at 5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015) (the "Real Property"), to the disinterested third party buyer, Juli Montano, for the purchase price of \$1,575,000.

II.
FACTUAL BACKGROUND

Melissa DeMarco filed her Chapter 11 on April 29, 2013 ("Filing Date"), commencing Bankr. No. 9:13-bk-11112-RR ("Case"), based upon which, until entry on October 22, 2014 (Doc. No. 211) of the order confirming her Third Amended Plan, as Modified, she was operating as a Debtor and Debtor in Possession ("Debtor") under 11 U.S.C. §§1107 and 1108.

The Case follows from the pending divorce of Debtor and her estranged husband, Robert DeMarco (Robert DeMarco v. Melissa DeMarco, Ventura County Superior Court Case No. D334063)("Family Law Case"), and the enormous cost attributable to pending litigation concerning certain rights in and relating to the stream of income of Robert DeMarco and DeMarco Productions, Inc., and certain music based intellectual property rights arising during the course of their long standing marriage, among other things.

This Chapter 11 Case, but for the amount of secured or unsecured debt would have been filed as a Chapter 13 Case. It was the intention of Debtor, through counsel, to operate the Chapter 11 Case as a "Baby 11," such in the course of confirmation of Debtor's Chapter 11 Plan, she sought and obtained an order valuing the residential property located at 5396 Calarosa Ranch Road, Camarillo, California 93012 ("Residence") at about \$1,350,000. As of confirmation of the Chapter 11 Plan there was a deed of trust owing to Union Bank of California ("UBOC") in the amount of approximately \$1,389,246.14 (Claim No. 14) (including \$1,275,411.45 of principal; \$30,355.78 of interest; and \$2,823.03 of late charges; advances for the real property taxes owing to Ventura County in the amount of \$67,292.99; and

1 \$12,894,89 in foreclosure fees and costs). There was a deed of trust recorded against the Real Property
 2 securing a note owing to National City Bank ("NCB"), as predecessor in interest to PNC Bank, in the
 3 approximate amount of \$342,727.27 for which no claim was filed. Pinnacle at Camarillo HOA recorded
 4 a homeowners association lien against the Residence in the amount of \$1,800, but did not file a claim
 5 in the Case. A lien was recorded by the California Franchise Tax Board ("FTB") in the approximate
 6 amount of \$29,175.48 (Claim No. 5). With a valuation of the Residence at approximately \$1,350,000,
 7 each of the junior recorded liens and deed of trust was deemed at confirmation to be wholly unsecured
 8 under 11 U.S.C. §506(a), and paid under the Plan accordingly.

9 The following summary of the Estimated Costs of Sale for which Debtor is responsible set forth
 10 in further support of the Motion:

11 **5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015)**

12 <u>Description</u>	<u>Party Name</u>	<u>Amount</u>	<u>Proceeds</u>	<u>Source</u>
13 Sale Price	Juli Montano	\$1,575,000.00	\$1,575,000.00	Purchase Agreement
14 Prorations/Adjs	Prop Tax/HOA	\$0.00	\$1,575,000.00	Estimated Closing
15 Seller's Agent	C-21 Troop	\$55,125.00	\$1,519,875.00	Estimated Closing
16 Buyer's Agent	Harcourt	\$39,375.00	\$1,480,500.00	Estimated Closing
17 Title Charges	Fees and Taxes	\$4,923.00	\$1,475,577.00	Estimated Closing
18 Escrow Charges	All Valley Escrw	\$3,550.00	\$1,472,027.00	Estimated Closing
19 1 st Lien	UBOC	\$1,353,471.34	\$118,555.66	Estimated Closing
20 2 nd Lien	PNC Bank	\$108,208.40	\$10,347.26	Estimated Closing
21 Property Taxes	Ventura County	\$10,481.24	(\$133.98)	Estimated Closing
22 Add'l Disburs	Various	\$3,832.59	(\$3,966.57)	Estimated Closing
	Total Lien Payoff and Costs of Sale		\$1,578,966.57	

23 In further support of the Motion, there are attached to the Declaration of Melissa Demarco the
 24 following documentation: True and correct copies of the Escrow Estimated Settlement Statement is
 25 attached and incorporated by this reference as Exhibit "1," the Preliminary Title Report is attached and
 26 incorporated by reference as Exhibit "2," the Purchase Agreement is attached and incorporated by this
 27 reference as Exhibit "3," the UBOC payoff demand is attached and incorporated by reference as "Exhibit
 28

1 4," the PNC payoff demand (to be reduced per the confirmed Chapter 11 Plan) is attached and
2 incorporated by reference as "Exhibit 5," and a true and correct copy of the IRS Lien is attached and
3 incorporated by reference as "Exhibit 6." In further support of the Motion, there are attached to the
4 Declaration of Paul Stansen the following documentation: A true and correct copy of a Notice to Seller
5 to Perform is attached and incorporated by reference as "Exhibit 7."

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8 **III.**
9 **ARGUMENT**

10 **A**
11 **Bankruptcy Code Sections 363 and 1129 Permit Debtor as a Debtor in Possession to Enter**
12 **into Post Petition Sale of Property of the Estate.**

13 Under Bankruptcy Code Section 363(b)(1), the Court may, after notice and a hearing, authorize
14 the trustee (the Chapter 11 Debtor in this instance) to use, sell, or lease, other than in the ordinary
15 course of business, property of the estate. There has been no relief granted under 11 U.S.C. §362(c),
16 (d), (e) or (f), and therefore, the sale is allowable under 11 U.S.C. §363(d)(2). Section 363(e) of the
17 Bankruptcy Code authorizes the court to condition sale, use or lease of property as is necessary to
18 provide adequate protection of an entity's interest. In this case, the Real Property has equity adequate
19 to fully secure encumbrances and to pay in full all encumbrances against the Real Property. The
20 interests of Bayview Loan Servicing is being provided to the same extent as under nonbankruptcy law.
21 Adequate protection in sales of property under § 363 in most cases is to have liens attach to the
22 proceeds of sale. This was recognized in the legislative history of the Bankruptcy Code. See H.R. Rep.
23 No. 595, 95th Cong., 1st Sess. 345 (1977), reprinted in 1978 U.S.C.C.A.N. 5963, 6302.

24 Bankruptcy Code Section 363(f) provides in pertinent part:

25 "(f) The trustee may sell property under subsection (b) or (c) of this section free and clear of any
26 interest in such property of an entity other than the estate, only if —

- 27 (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
28 (2) such entity consents;
(3) such interest is a lien and the price at which such property is to be sold is greater than the
aggregate value of all liens on such property;

1 (4) such interest is in bona fide dispute; or

2 (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money
3 satisfaction of such interest [emphasis added]."

4 In this instance, as set forth herein, the sale of the Real Property will satisfy the liens of UBOC,
5 as it would under nonbankruptcy law, pay off PNC as provided under the Plan, and provide for the
6 payment of the costs of sale. The lien of the IRS is for taxing owed by Robert and not Melissa Demarco
7 and, therefore, are not payable from property of the estate - the Real Property.

8 **B.**

9 **The Sale Price Establishes Real Property's Value.**

10 Bankruptcy Code section 506(a) provides in pertinent part that:

11 "An allowed claim of a creditor secured by a lien on property in which the estate has an
12 interest ... is a secured claim to the extent of the value of such creditor's interest in the
13 estate's interest in such property, ... and is an unsecured claim to the extent that the value
14 of such creditor's interest ... is less than the amount of such allowed claim. *Such value*
15 *shall be determined in light of the purpose of the valuation and of the proposed disposition*
16 *or use of such property, and in conjunction with any hearing on such disposition or use*
17 *or on a plan affecting such creditor's interest.*[emphasis added]. "

18 In the case of In re Taffi, 144 B.R. 105, 109 (Bankr.C.D.Cal.1992), the Honorable Vincent P.
19 Zurzolo, Bankruptcy Judge, considered the factors relevant to a determination of a motion to determine
20 the secured portion of a claim. In that decision, Judge Zurzolo reasoned that "[i]t would appear from the
21 above quoted language that the value of a lien creditor's interest in collateral that is property of a
22 bankruptcy estate must be determined after considering two factors: (1) the purpose of the valuation and
23 (2) the proposed disposition or use of the property." In this instance, value is established through the
24 arms length sale transaction and the sale of the property of the estate to partially satisfy the claims of
25 creditors whose interests are secured with the recorded deeds of trust against the Real Property.

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C.

The Sale of the Real Property Is Necessary for an Effective Reorganization.

As provided in Section 506(a), valuation of the secured interest should take place "... in conjunction with any hearing ... affecting such creditor's interest." This Motion is made in conjunction in furtherance of the Reorganized Debtor's reorganization under her confirmed Chapter 11 Plan.

IV.

CONCLUSION

Debtors respectfully request the Court grant their Motion to sell the Real Property of the Estate, consisting of the residential Real Property located at 5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015) (the "Real Property"), to the disinterested third party buyer, Juli Montano, for the purchase price of \$1,575,000, as follows:

5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015)

<u>Description</u>	<u>Party Name</u>	<u>Amount</u>	<u>Proceeds</u>	<u>Source</u>
Sale Price	Juli Montano	\$1,575,000.00	\$1,575,000.00	Purchase Agreement
Prorations/Adjs	Prop Tax/HOA	\$0.00	\$1,575,000.00	Estimated Closing
Seller's Agent	C-21 Troop	\$55,125.00	\$1,519,875.00	Estimated Closing
Buyer's Agent	Harcourt	\$39,375.00	\$1,480,500.00	Estimated Closing
Title Charges	Fees and Taxes	\$4,923.00	\$1,475,577.00	Estimated Closing
Escrow Charges	All Valley Escrw	\$3,550.00	\$1,472,027.00	Estimated Closing
1 st Lien	UBOC	\$1,353,471.34	\$118,555.66	Estimated Closing
2 nd Lien	PNC Bank	\$108,208.40	\$10,347.26	Estimated Closing
Property Taxes	Ventura County	\$10,481.24	(\$133.98)	Estimated Closing
Add'l Disburs	Various	\$3,832.59	(\$3,966.57)	Estimated Closing
Total Lien Payoff and Costs of Sale			\$1,578,966.57	

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1 WHEREFORE, the Reorganized Debtor does respectfully request the Court enter an Order
2 granting this Motion to Sell the Real Property free and clear of liens, claims and interests, with the
3 secured claim of UBOC being paid from Escrow as demanded, that the unsecured claim of PNC be paid
4 in the sum of \$108,208.40 and its lien released, that the IRS be paid nothing, as it is a lien for taxes owed
5 by Robert DeMarco, and Escrow be authorized to pay all other costs of sale as set forth above.

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7 Dated: February 28, 2013

LAW OFFICES OF LOUIS J. ESBIN

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/S/ Louis J. Esbin

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BY _____
LOUIS J. ESBIN, ESQ.
Attorneys for Debtors

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SUPPORTING DECLARATION OF MELISSA DEMARCO

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I, Melissa Demarco, declare and state as follows:

1. I am the person who filed a Chapter 11 on April 29, 2013 ("Filing Date"), commencing Bankr. No. 9:13-bk-11112-RR ("Case"), based upon which I was operating as a Debtor and Debtor in Possession ("Debtor") under 11 U.S.C. §§1107 and 1108, until October 22, 2014, when upon entry of the order confirming my Third Amended Chapter 11 Plan, as modified ("Plan") (Doc. No. 211) I became the Reorganized Debtor with all of the property of the estate vested in me, in which capacity, I am the custodian of all of the financial records in support of my performance under my Plan, including those relating to my residence located at 5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015) (the "Real Property"), that I am attempting to close escrow on a sale of the Real Property to the disinterested third party buyer, Juli Montano, for the purchase price of \$1,575,000, such that if called to testify I could and would truthfully and honestly.

2. A true and correct copy of the Escrow Estimated Closing Statement is attached and incorporated by reference as "Exhibit 1," from which the following is a summary, setting forth the costs that are attributable to me, as the Seller (the Estimated Closing Statement also sets forth the Buyer's costs), as well, attached and incorporated as "Exhibit 3," is the Purchase and Sale Agreement.

3. The Case follows from my then pending divorce from my ex-husband, Robert DeMarco (Robert DeMarco v. Melissa DeMarco, Ventura County Superior Court Case No. D334063)("Family Law Case"), and the enormous cost attributable to pending litigation concerning certain rights in and relating to the stream of income of Robert DeMarco and DeMarco Productions, Inc., and certain music based intellectual property rights arising during the course of their long standing marriage, among other things. In the course of the Family Law Case, as set forth in the MSA entered between me and Robert DeMarco, he was to have quit claimed the Real Property to me, so that I could negotiate with the secured lenders, avoid any use of the Real Property as property against which the taxing authorities could recover his unpaid taxes, and enable me to sell the Real Property without his authority. The Plan, therefore, provided for me to have all rights incident to ownership of the Real Property. Notwithstanding the IRS recorded a lien against the Real Property that is set forth on the Preliminary Title Report that is attached

1 and incorporated by reference as "Exhibit 2," and as set forth in the Lien Notice from the IRS that is
2 attached and incorporated by reference as "Exhibit 6." Notwithstanding the unambiguous language in
3 the Plan concerning my rights in the Real Property and authority to deal with the lien holders, PNC
4 refuses to recognize those facts (See, Declaration of Paul Stansen, filed concurrently herewith).

5 4. The Case, but for the amount of secured or unsecured debt would have been filed as a Chapter
6 13 Case. In the course of confirmation of my Plan, the Court determined the value of the Real Property
7 at \$1,350,000.

8 5. As of confirmation of the Plan there was a deed of trust owing to Union Bank of California
9 ("UBOC") in the amount of approximately \$1,389,246.14 (Claim No. 14) (including \$1,275,411.45 of
10 principal; \$30,355.78 of interest; and \$2,823.03 of late charges; advances for the real property taxes
11 owing to Ventura County in the amount of \$67,292.99; and \$12,894.89 in foreclosure fees and costs).
12 The UBOC lien could not be reduced because, it is my understanding, the law does not allow
13 modification of a loan secured by a personal residence. Therefore, I was obligated to pay UBOC in full
14 for which UBOC submitted a demand in escrow, a true and correct copy of which is attache and
15 incorporated by reference as "Exhibit 4."

16 6. There was a deed of trust recorded against the Residence securing a note owing to National City
17 Bank ("NCB"), as predecessor in interest to PNC Bank, in the approximate amount of \$342,727.27 for
18 which no claim was filed. Since the Real Property was valued at the time of confirmation at \$1,350,000,
19 it is my understanding that the law allowed me to pay NCB as a general unsecured creditor up to 35%
20 of the \$342,727.27 that as owed, which is the sum of \$119,954.54, from which I still owe the sum of
21 \$108,208.40. As set forth in the Declaration of Paul Stansen, who I retained to address the real estate
22 issues facing me in this transaction, PNC has refused to recognize that the Plan is enforceable against
23 them and that they have no right to demand full payment from the sale of the Real Property. A true and
24 correct copy of the PNC demand is attached and incorporated by reference as "Exhibit 5."

25 7. Pinnacle at Camarillo HOA recorded a homeowners association lien against the Real Property
26 for \$1,800, but did not file a claim. This was paid. A lien was recorded by the California Franchise Tax
27 Board ("FTB") in the approximate amount of \$29,175.48 (Claim No. 5). I paid that claim, as well.

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8. The following summary of the Estimated Costs of Sale for which Debtor is responsible set forth in further support of the Motion:

5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015)

<u>Description</u>	<u>Party Name</u>	<u>Amount</u>	<u>Proceeds</u>	<u>Source</u>
Sale Price	Juli Montano	\$1,575,000.00	\$1,575,000.00	Purchase Agreement
Prorations/Adjs	Prop Tax/HOA	\$0.00	\$1,575,000.00	Estimated Closing
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Buyer's Agent	Harcourt	\$39,375.00	\$1,480,500.00	Estimated Closing
Title Charges	Fees and Taxes	\$4,923.00	\$1,475,577.00	Estimated Closing
Escrow Charges	All Valley Escrw	\$3,550.00	\$1,472,027.00	Estimated Closing
1 st Lien	UBOC	\$1,353,471.34	\$118,555.66	Estimated Closing
2 nd Lien	PNC Bank	\$108,208.40	\$10,347.26	Estimated Closing
Property Taxes	Ventura County	\$10,481.24	(\$133.98)	Estimated Closing
Add'l Disburs	Various	\$3,832.59	(\$3,966.57)	Estimated Closing
Total Lien Payoff and Costs of Sale			\$1,578,966.57	

9. In further support of the Motion, there are attached to the Declaration of Melissa Demarco the following documentation: True and correct copies of the Escrow Estimated Settlement Statement is attached and incorporated by this reference as Exhibit "1," the Preliminary Title Report is attached and incorporated by reference as Exhibit "2," the Purchase Agreement is attached and incorporated by this reference as Exhibit "3," the UBOC payoff demand is attached and incorporated by reference as "Exhibit 4," the PNC payoff demand (to be reduced per the confirmed Chapter 11 Plan) is attached and incorporated by reference as "Exhibit 5," and a true and correct copy of the IRS Lien is attached and incorporated by reference as "Exhibit 6." In further support of the Motion, there are attached to the Declaration of Paul Stansen the following documentation: A true and correct copy of a Notice to Seller to Perform is attached and incorporated by reference as "Exhibit 7."

10. Juli Montano is the Buyer with whom I have no prior relationship. I did not know her before we entered into the Purchase and Sale Agreement. I have no prior economic relationship with her and she is not in any way related to me. Ms. Montano is a disinterested third party.

1 11. I, therefore, believe a sale of \$1,575,000 is fair and reasonable for the purpose of sale of the Real
2 Property and treatment of UBOC, PNC and the IRS.

3 12. The sale of the Real Property relieves me of the continuing Plan obligation to pay UBOC monthly
4 for the regular monthly mortgage payment, as well as the cure payments, eliminates my obligation to pay
5 Ventura County for real property taxes, along with the monthly costs of maintenance and upkeep for the
6 Real Property. Therefore, the sale of the Real Property is in furtherance of my effective reorganization.

7 13. In the course of this Chapter 11 case, and in preparation for this Motion, I spoke with local
8 Realtors, researched the local listings of pending sales and closed sales and, as a homeowner,
9 determined the fair market value of the Real Property to be approximately \$1,575,000, consistent with
10 the Sale price that is set forth in the exhibits attached and incorporated by this reference as Exhibits 1-3.

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1 I declare under penalty of perjury, under the laws of these United States of America and
2 California, that the foregoing is true and correct, such that if called to testify, I could and would testify
3 thereto.

4 Executed this February 28, 2017, in Camarillo, California.

5 /s/ Melissa DeMarco
6 _____
7 Melissa DeMarco, declarant
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Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Louis J. Esbin 119705 Law Offices of Louis J. Esbin 25129 The Old Rd, Ste 114 Stevenson Ranch, CA 91381-2273 (661) 254-5050 (661) 254-5252	FOR COURT USE ONLY CASE NO.: 9:13-bk-11112-PC CHAPTER: 11 Debtor(s). ADV. NO.:
<input checked="" type="checkbox"/> Attorney for <p style="text-align: center;">United States Bankruptcy Court Central District of California</p>	
In re: DeMarco, Melissa Lynn	

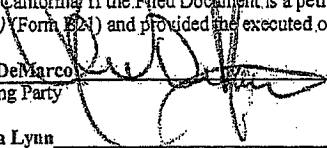
**ELECTRONIC FILING DECLARATION
(INDIVIDUAL)**

- Petition, statement of affairs, schedules or lists
- Amendments to the petition, statement of affairs, schedules or lists
- Other: Post Petition Documents and Declarations

Date Filed:
Date Filed:
Date Filed:

PART I - DECLARATION OF DEBTOR(S) OR OTHER PARTY

I (We), the undersigned Debtor(s) or other party on whose behalf the above-referenced document is being filed (Signing Party), hereby declare under penalty of perjury that: (1) I have read and understand the above-referenced document being filed electronically (Filed Document); (2) the information provided in the Filed Document is true, correct and complete; (3) the "/s/" followed by my name, on the signature line(s) for the Signing Party in the Filed Document serves as my signature and denotes the making of such declarations, requests, statements, verifications and certifications to the same extent and effect as my actual signature on such signature line(s); (4) I have actually signed a true and correct hard copy of the Filed Document in such places and provided the executed hard copy of the Filed Document to my attorney; and (5) I have authorized my attorney to file the electronic version of the Filed Document and this Declaration with the United States Bankruptcy Court for the Central District of California. If the Filed Document is a petition, I further declare under penalty of perjury that I have completed and signed a *Statement of Social Security Number(s)* (Form B21) and provided the executed original to my attorney.

/s/ Melissa Lynn DeMarco
 Signature of Signing Party 

DeMarco, Melissa Lynn
 Printed Name of Signing Party

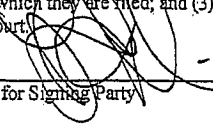
Date 2/28/17

Signature of Joint Debtor (if applicable) _____
 Date _____

Printed Name of Joint Debtor (if applicable) _____

PART II - DECLARATION OF ATTORNEY FOR SIGNING PARTY

I, the undersigned Attorney for the Signing Party, hereby declare under penalty of perjury that: (1) the "/s/" followed by my name, on the signature lines for the Attorney for the Signing Party in the Filed Document serves as my signature and denotes the making of such declarations, requests, statements, verifications and certifications to the same extent and effect as my actual signature on such signature lines; (2) the Signing Party signed the Declaration of Debtor(s) or Other Party before I electronically submitted the Filed Document for filing with the United States Bankruptcy Court for the Central District of California; (3) I have actually signed a true and correct hard copy of the Filed Document in the locations that are indicated by "/s/" followed by my name, and have obtained the signature(s) of the Signing Party in the locations that are indicated by "/s/" followed by the Signing Party's name, on the true and correct hard copy of the Filed Document; (4) I shall maintain the executed originals of this Declaration, the Declaration of Debtor(s) or Other Party, and the Filed Document for a period of five years after the closing of the case in which they are filed; and (5) I shall make the executed originals of this Declaration, the Declaration of Debtor(s) or Other Party, and the Filed Document available for review upon request of the Court or other parties. If the Filed Document is a petition, I further declare under penalty of perjury that: (1) the Signing Party completed and signed the *Statement of Social Security Number(s)* (Form B21) before I electronically submitted the Filed Document for filing with the United States Bankruptcy Court for the Central District of California; (2) I shall maintain the executed original of the *Statement of Social Security Number(s)* (Form B21) for a period of five years after the closing of the case in which they are filed; and (3) I shall make the executed original of the *Statement of Social Security Number(s)* (Form B21) available for review upon request of the Court.

/s/ Louis J. Esbin
 Signature of Attorney for Signing Party 

Louis J. Esbin
 Printed Name of Attorney for Signing Party

Date 2/28/17

SUPPORTING DECLARATION OF PAUL E. STANSEN

I, Paul E. Stansen, declare and state as follows:

1. I am an attorney at law, duly licensed to practice by the State Bar of California, am admitted to practice before this Court and other courts in the state of California, I am also a licensed California Realtor / Broker since 1986, such that my primary business endeavors are in real estate, to which end, by way of experience, I have represented more than \$350,000,000 (million) in (primarily) distressed and traditional real estate sales most over the past several years, and I am currently retained to represent Melissa DeMarco, who retained me for the purpose of assisting she and her bankruptcy counsel with real estate issues arising from Ms. DeMarco's attempt to sell her residence located at 5396 Calarosa Ranch Road, Camarillo, California 93012 (APN 173-0-070-015) (the "Real Property"), such that, in that capacity, I am the custodian of records relating to my representation of Ms. DeMarco, for which this declaration is being filed in support of the Motion to Sell the Real Property, and in which capacity, if called to testify I could and would truthfully and honestly.

2. On February 21, 2017, I spoke with a representative of PNC at length about this file and, more particularly the attached demand payoff statement that requires \$328,450 in exchange for a lien release. I explained to PNC (Sarah at tel no. 1-866-622-2657 ext. 62438 and at fax no. 1-877-767-2563) that a lesser amount (\$119,654.54) is owed pursuant to a Federal Bankruptcy Court order (9:13-bk-11112-PC) entered on October 22, 2014. Sarah stated that PNC disagrees and that th PNC payoff demand department claims to know nothing about the bankruptcy Plan and, possibly worse, stated that it would not recognize the Court order vesting responsibility for the Real Property in Melissa DeMarco or the Plan requiring it to accept \$119,954.54. PNC contends, notwithstanding the Plan: that the lien will be released only in connection with a short sale or settlement negotiation; that Robert DeMarco alone is in privity of contract with PNC and it will not negotiate with Ms. DeMarco that Robert DeMarco directly must negotiate a disposition of the loan for lien request; PNC does not accept as Melissa DeMarco claim to be the decision maker on this loan; in other words, PNC maintains that it is not compelled to recognize any orders from any Court, because any disposition of the loan by way of short sale or settlement is in its sole discretion and must be done with the borrower who is in privity of contract.

1 3. As of this date I received the Notice to Seller to Perform from counsel for the Buyer, a true and
2 correct copy of which is attached and incorporated by reference as "Exhibit 7," which in my capacity as
3 counsel for Ms. DeMarco, and based upon my experience, would not have been forthcoming had PNC
4 recognized the enforcement of the Plan and this Court's Order of October 22, 2014, confirming the Plan
5 and its treatment of PNC. The failure of PNC to do so, as well, compelled the title company to require
6 that an order be entered by this Court either approving of the sale of the Real Property or stating, in the
7 alternative, that no court approval is required, as the treatment of PNC and the IRS is clear from the
8 Plan.

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1 I declare under penalty of perjury, under the laws of these United States of America and
2 California, that the foregoing is true and correct, such that if called to testify, I could and would testify
3 thereto.

4 Executed this February 28, 2017, in Calabasas, California.

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6 _____
7 Paul E. Stansen, declarant

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EXHIBIT "1"

Phone: (805) 388-1901 • Fax: (805) 388-1968
 2301 Daily Drive, Suite 301, Camarillo, CA 93010

ESCROW SETTLEMENT STATEMENT
 Estimated

Escrow Number: 3-43142KP
 Escrow Officer: Karrie Palace

Title Order Number: 16-16-18237RW
 Date: 02/23/2017 - 12:39:53PM
 Closing Date: 04/30/2017
 Disbursement Date:

Buyer/Borrower: Juli Montano

Seller: Melissa DeMarco

Property: 5396 Calarosa Ranch Road, Camarillo, CA 93012

SELLER		DESCRIPTION	BUYER/BORROWER	
DEBITS	CREDITS		DEBITS	CREDITS
	1,575,000.00	TOTAL CONSIDERATION	1,575,000.00	
		Earnest Money		45,000.00
	377.00	Additional Deposit		
		PRORATIONS/ADJUSTMENTS:		
	3,219.83	Property Tax @ 19,002.26 per 12 month(s) 4/30/2017 to 7/01/2017	3,219.83	
	369.74	Homeowner's Association Dues @ 188.00 per 1 month(s) 3/01/2017 to 4/30/2017	369.74	
		COMMISSION(S):		
55,125.00		Listing Broker: Century 21 Troop Real Estate		
39,375.00		Selling Broker: Harcourts Advanced		
		TITLE CHARGES		
		Deed Recording Fee: Consumers Title Company Of California	40.00	
30.00		Wire/Express: Consumers Title Company Of California	30.00	
62.50		Sub Tile Fee: Consumers Title Company Of California	62.50	
3,098.00		Owner's Premium (optional) for 1,575,000.00: Consumers Title Company Of California		
1,732.50		County Transfer Tax: Consumers Title Company Of California		
		Recording Service Fee: Consumers Title Company Of California	15.00	
		ESCROW CHARGES TO: All Valley Escrow, Inc.		
3,325.00		Settlement Agent Fee	3,325.00	
225.00		Document Preparation Fee	225.00	
		LOAN PAYOFF: Union Bank		
		Principal Balance	1,341,248.63	
		Interest Per Diem From 1/24/2017 To 5/05/2017, 102 Days, @ 107.1136	10,925.59	
		Late Charge	1,297.12	
1,353,471.34		Total Loan Payoff		
		LOAN PAYOFF: PNC BANK		
		Principal Balance	108,208.40	
108,208.40		Total Loan Payoff		
		TAXES:		
10,481.24		Property Tax to: Ventura County Tax Collector #173-0-070-015		
		ADDITIONAL DISBURSEMENTS:		
450.00		Pest Inspection: Allguard Termite and Pest Control		
995.00		Home Owner's Warranty: First American Home Buyers Protection		
114.00		Natural Hazard Report Fee: Property ID		
350.00		Processing Fee: Century 21 Troop Real Estate		
		Processing Fee: Harcourts Advanced	395.00	
377.00		HOA Document Fee: First Service Residential		
		Association Dues: 98 Pinnacle Association	188.00	
1,546.59		Association Dues: 98 Pinnacle Association		
		BALANCE DUE TO ESCROW		1,537,870.07

THIS IS CERTIFIED TO BE A
 TRUE AND CORRECT COPY OF THE
 ORIGINAL. ALL VALLEY ESCROW, INC.

BY: Karrie Palace

Phone: (805) 388-1901 • Fax: (805) 388-1968
2301 Daily Drive, Suite 301, Camarillo, CA 93010

ESCROW SETTLEMENT STATEMENT
Estimated

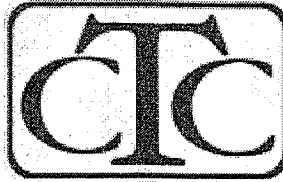
Escrow Number: 3-43142KP
Page 2

SELLER		DESCRIPTION	BUYER/BORROWER	
DEBITS	CREDITS		DEBITS	CREDITS
1,578,966.57	1,578,966.57	TOTALS	1,582,870.07	1,582,870.07

Melissa DeMarco

Juli Montano

EXHIBIT "2"



CONSUMER'S TITLE COMPANY
of CALIFORNIA

4035 E. Thousand Oaks Blvd, Suite #260, Westlake Village, CA 91362
Tel: (805) 495-7200 • Fax: (805) 495-1774

As Agent for: North American Title Insurance Company

ORDER NO.: 16-18237RW

Title Operations Manager: Email:	Reed Wheeler titleunit@ctcsc.com
Title Officer Phone/Fax:	/

TO: All Valley Escrow-CAM
2301 E. Daily Dr
Camarillo, CA 93010
Karrie Palace

Your No.: 3-43142KP

PROPERTY: 5396 Calarosa Ranch Road, Camarillo, CA

UPDATED PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below 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 are set forth in Exhibit A 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 A. 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 below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

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

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

SCHEDULE "A"

EFFECTIVE DATE: **February 14, 2017**, at 7:30 A.M.

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

ALTA Homeowner's Policy NA/06 ALTA Loan Policy NA

A specific request should be made if another form or additional coverage is desired.

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

Fee Simple

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

ROBERT A. DeMARCO AND MELISSA L. DeMARCO, Trustees of the Robert and Melissa DeMarco Trust Dated 1/19/09; subject to proceedings pending in the bankruptcy court where a petition for relief was filed.

Name of Debtor: Melissa DeMarco
Date of Filing: 4/29/2013
U.S. District Court: Central Court
Case No. 1112-PC
Disclosed By: Voluntary Petition recorded June 19, 2013, as Instrument No. 20130619-00110541, Official Records

(Subject to Item #22 of this report)

The land referred to in this Report is described as follows: Situated in the County of **Ventura**, State of **CA**, as per the attached Exhibit "A".

EXHIBIT "A"

16-18237RW

Lot 60, Tract No. 5248, in the City of Camarillo, County of Ventura, State of California, as shown on a Map recorded in Book 145, Pages 42 through 61 inclusive of Miscellaneous Records, in the Office of the County Recorder of said County.

EXCEPT THEREFROM all oil, gas, minerals and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, without the right to enter upon the surface of said land, as excepted in an instrument recorded December 23, 1968, Book 3418, Page 553, Official Records.

APN: 173-0-070-015

SCHEDULE "B"

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

1. Property taxes including any personal property taxes and any assessments collected with taxes, for the fiscal year **2016-2017**; Assessor's Parcel Number: **173-0-070-015**

Code Area: 07-169
1st installment: \$9,501.13 / PAID
2nd installment: \$9,501.13 / UNPAID
Land: \$1,161,000.00
Improvements: \$625,000.00
Exemption: \$7,000.00 / HOMEOWNER

2. **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
3. **Water rights**, claims or title to water, whether or not disclosed by the public records.
4. **Easements, Provisions, Restrictions, Reservations, Conditions and Set-Back Lines** as set forth on the Plat of said Tract No. **5248**, recorded in **Book 145, Pages 42-61**.

Note: This exception omits any Covenants, Conditions or Restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S. C. Section 3604, unless and only to the extent that the Covenant (A) is not in violation of state or federal law (B) is exempt under 42 U.S. C. Section 3607, or (C) relates to handicap, but does not discriminate against handicap people.

5. **Matters** contained in that certain document entitled: "Capital Construction Charge Agreement"

Executed by and between: Calleguas Municipal Water District; Shea Homes Limited Partnership; Ty Camarillo 89 Acres LLC; the Carmelita Maria Nicholson Trust; The Geraldine Chapman Fitzgerald Trust and the James A. Fitzgerald Trust
Recorded: January 7, 2002, as Instrument No. 2002-4403, Official Records

Reference is hereby made to said document for full particulars.

6. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication on the map of said tract.

Purpose: Slope maintenance and drainage
Affects: A portion of said land

7. **The fact** that the ownership of said land does not include rights of access to or from the street, highway or freeway abutting said land, such rights having been relinquished by the map of said Tract.

Affects: Upland Road

8. **Matters** contained in that certain document entitled: "Declaration of Restrictions Affecting Real Property- Fault Setback Area and/or Ground Deformation Area"

Dated: January 31, 2002
Executed by and between: Carmelita Marie Nicholson, Trustee of the Carmelita Marie Nicholson Trust
Trust Recorded: February 28, 2002, as Instrument No. 2002-47236, Official Records

Reference is hereby made to said document for full particulars.

9. **Covenants, conditions and restrictions** but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C § 3604 (c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recorded: March 7, 2002, as Instrument No. 2002-56735, Official Records

10. **Matters** contained in that certain document entitled: "Environmental Mitigation Easement Agreement"

Executed by and between: Ty Camarillo 28 Acres LLC, a Delaware limited liability company and Shea Homes Limited Partnership, a California limited partnership
Recorded: March 7, 2002, as Instrument No. 2002-56736, Official Records

Reference is hereby made to said document for full particulars.

11. **Matters** contained in that certain document entitled: "Water and Sewer Service Agreement"

Executed by and between: Camrosa Water District
Recorded: July 10, 2002, as Instrument No. 2002-162628, Official Records

Reference is hereby made to said document for full particulars.

12. **Covenants, Conditions and Restrictions** as contained in the Declaration of Restrictions which among other things contains the following:

Certain easements;
Assessments;
Liens and the subordination thereof;
Membership and voting rights in the Homeowner's Association (if any);
Duties and Power of the Association;
Property rights in the common area;
Party walls;
Mortgage protection clause

Recorded: November 29, 2002, as Instrument No. 2002-299940 of Official Records

NOTE: If this document contains any restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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

13. **Covenants, conditions and restrictions** but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C § 3604 (c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Recorded: March 10, 2003, as Instrument No. 2003-78042, Official Records

14. **Matters** contained in that certain document entitled: "Maintenance and Cost Sharing Agreement"

Dated: January 9, 2003
Executed by and between: Toll CA IV LP, a California limited partnership;
98 Pinnacle at Camarillo Homeowners Association and
Shea Homes Limited Partnership, a California limited partnership
Recorded: May 19, 2003, as Instrument No. 2003-165793, Official Records

Reference is hereby made to said document for full particulars.

15. **Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document;

Purpose: Public utilities
Recorded: October 6, 2003, as Instrument No. 2003-381248, Official Records
Affects: All streets, public and/or private, highways and within 6 feet of the side lot
lines of said land

16. **The terms and provision** set out in that certain document entitled, "Agreement for Construction of Protection Measures for Oxnard-Santa Rosa Feeder Unit 2 at Tract 5248", recorded December 18, 2003, as Instrument No. 2003-467380, Official Records.

17. **Matters** contained in that certain document entitled: "Storm Water Treatment Device Access and Maintenance Agreement for Project No. T-5248"

Dated: April 3, 2007
Executed by and between: City of Oxnard and Toll Brothers Inc.
Recorded: June 12, 2007, as Instrument No. 20070612-00118105, Official Records

Reference is hereby made to said document for full particulars.

18. **A Deed of Trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: **\$1,400,000.00**
Dated: September 28, 2005
Trustor: Robert DeMarco, a Married Man as His Sole and Separate Property
Trustee: Unionbancal Mortgage Corporation
Beneficiary: Union Bank of California, N.A., its Successors and/or Assigns
Recorded: October 14, 2005, as Instrument No. 05-2476896, Official Records
Loan #: None shown

In the event this loan is being serviced by anyone other than the Beneficiary shown in the above-mentioned Deed of Trust, we will require a copy of the Loan Servicing Agreement or Power of Attorney giving the Servicer the authority to accept payoff funds.

We will not accept demands or short sale approval letters from a Servicer without this documentation.

A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following

Trustee: Clear Recon Corp.
Recorded: November 1, 2016, as Instrument No. 20161101-00160701, Official Records

A Notice of Default under the terms of said deed of trust

Executed By: Clear Recon Corp.
Recorded: November 1, 2016, as Instrument No. 20161101-00160702, Official Records

19. **A Deed of Trust** to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: **\$350,000.00**
Dated: November 10, 2005
Trustor: Robert DeMarco, a Married Man as His Sole and Separate Property
Trustee: National City Bank
Beneficiary: National City Bank
Recorded: November 21, 2005, as Instrument No. 20051121-0285490, Official Records
Loan #: None shown

In the event this loan is being serviced by anyone other than the Beneficiary shown in the above-mentioned Deed of Trust, we will require a copy of the Loan Servicing Agreement or Power of Attorney giving the Servicer the authority to accept payoff funds.

We will not accept demands or short sale approval letters from a Servicer without this documentation.

To avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, **it will be necessary to close the account and it must be submitted in writing prior to the close of escrow.**

In order to expedite compliance with the above, please do the following:

- 1) Request that the account be frozen and closed

- 2) Obtain a statement from the lender that no advances have been made after the issuance of the demand for payoff
- 3) Upon delivery of the payoff check, obtain a full reconveyance

If said deed of trust is under a design line agreement (which may secure more than one note) make inquiry when requesting the demand as to the existence of more than one note or loan.

20. **Notice of delinquent assessments** and lien payable to the Owner's Association pursuant to the declaration herein above referred to under Item 12 & 13.

Amount: **\$850.40**
Owners Association: 98 Pinnacle at Camarillo Homeowners Association
Recorded: March 4, 2013, as Instrument No. 20130304-00038719,
Official Records

21. **A Tax Lien** for the amount show and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.

Federal Serial No. 206973416
Taxpayer: Robert DeMarco
Amount: **\$161,787.01**
Recorded: April 12, 2016, as Instrument No. 20160412-00049879, Official Records

22. **Any invalidity or defect in the title** of the "Robert and Melissa Demarco Trust Dated 1/19/09" in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

This **Company will require a Trust Certification** pursuant to California Probate Code Section 18100.5. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

In the event ANY of the original Trustees are incapacitated or are deceased, we will require a full copy of the Trust Agreement and any and all amendments for our review prior to closing along with a current Trust Certification.

23. **This Company** will require a statement of information from the parties amend below in order to complete this report, based on the effect of documents, proceedings, liens, decrees or other matters which do not specifically described said land but which, if any do exist, may affect the title or impose liens or encumbrances thereon. After review of the requested Statement of Information the Company may have additional requirements before the issuance of any policy of title insurance.

Parties: **ALL PARTIES**

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

END OF EXCEPTIONS

NOTES

The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said Land: **A Single Family Residence**

Known as: **5396 Calarosa Ranch Road**
In the: **City of Camarillo**
County of VENTURA
State of CALIFORNIA

to an Extended Coverage Loan Policy.

None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.

There are NO conveyances affecting said land recorded within twenty-four (24) months of the date of this report.

For informational purposes only: the Agent's percentage of the premium is 89% and the Underwriter's percentage is 11%.

CONSUMER'S TITLE COMPANY
OF CALIFORNIA

4035 E. Thousand Oaks Blvd. #260, Westlake Village, CA 91362
Telephone: 805-495-7200

WIRING INSTRUCTIONS

City National Bank

Specialty Deposits
555 South Flower St.
Los Angeles, CA 90071

ABA (Routing Number) 122016066
Account No.: 555018401
Account Name: **Consumer's Title Company of California**
Title Trust Acct.

Please credit Consumer's Title Company of California, Inc. and reference our title order number to avoid return of funds.

REFERENCE OUR ORDER # 16-18237RW

Funds received by Consumer's Title Company of California, Inc. via wire transfer may be disbursed upon receipt. Funds received by this Company via cashier's check or teller's check may be disbursed on the next business day after the day of deposit. **If escrow funds (including shortage checks) are disbursed to this company other than by wire transfer or a cashier's check issued by a California Bank, disbursement and/or closing will be delayed 3 to 7 business days.** Questions concerning deposit and/or disbursement of escrow and sub escrow funds and recording should be directed to your title officer, escrow officer or loan payoff officer.

Outgoing wire transfers will not be authorized until we have confirmation of our recording and one (1) of the following:

- A. We have received confirmation of the respective incoming wire.
- B. Collection of a deposited check.

PAYOFF INFORMATION

NOTE: This Company **DOES** require current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be over and above the verbal hold the lender may have stipulated.

If this Company cannot obtain a verbal update on the demand, we will either pay off of the expired demand, or wait for the amended demand, at the discretion of the escrow.

NOTE: To avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, it will be necessary that all checks, passbooks, credit cards together with instructions to close the account be submitted to the Company prior to the close of this transaction.

In order to expedite compliance with the above, please do the following: Borrower's):

- a) Sign and return the Equity Line/Credit Line Affidavit provided with the report,
- b) Request that the account be frozen.

Settlement:

- a) Obtain a statement from the lender that no advances have been made after the issuance of the demand or payoff, and
- b) Upon delivery of the payoff check, a full Reconveyance must be obtained.

Please be advised that the difference between the principal balance on an issued demand and the maximum principal allowed may be held for up to 10 working days if the above requirements are not met.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable 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. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued In connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. North American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your Consumer's Title office for more details.

**EXHIBIT
A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY
TYPE)**

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: (a) building; (d) improvements on the Land; (b) zoning; (e) land division; and (c) land use; (f) environmental protection.
This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; (c) that result in no loss to You; or (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and (b) in streets, alleys, or waterways that touch the Land.
This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED
RISKS**

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
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

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-
87) EXCLUSIONS**

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

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

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

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

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

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

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

**EXCEPTIONS FROM
COVERAGE**

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

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

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

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

**EXCEPTIONS FROM
COVERAGE**

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

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

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

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses 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, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

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

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

FACTS

WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> Social Security number and income transaction history and payment history purchase history and account balances <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does NATG share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	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	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 1 (888) 444-7766, extension 6585
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Who we are	
Who is providing this notice?	The North American Title Group, Inc. Family of Companies (identified below), such as home owners insurance and home mortgage companies.
What we do	
How does NATG 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 safeguards and secured files and buildings.
How does NATG collect my personal information?	We collect your personal information, for example, when you apply for financing or provide employment information provide account information or show your government issued ID give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only sharing for affiliates' everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates include the companies listed below.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our or their own behalf, consumer reporting agencies, and others.</i> <i>NATG does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>NATG doesn't jointly market.</i>

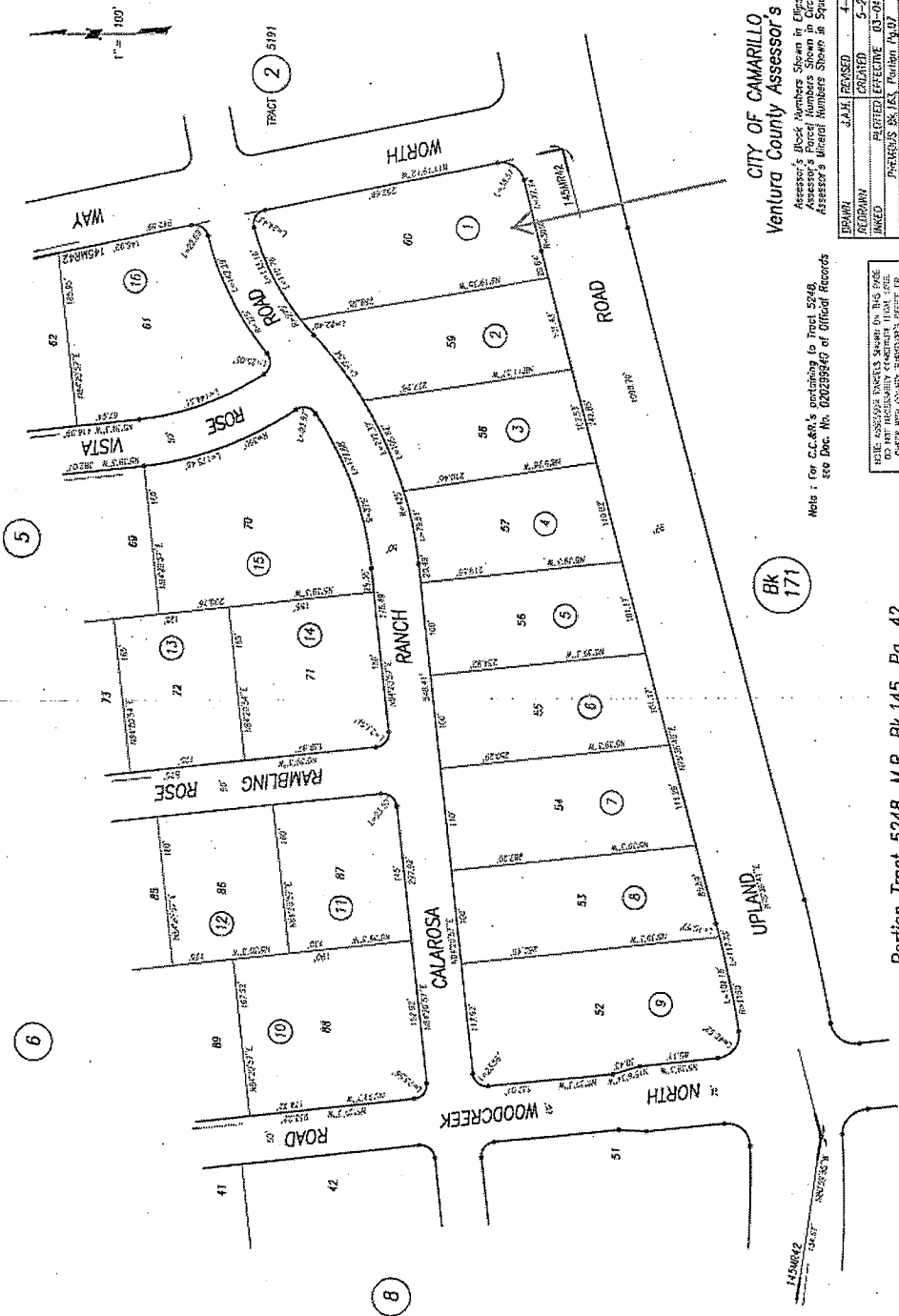
Our Affiliates. The North American Title Group, Inc. Family of Companies is:

North American Title Company
 North American Title Insurance Company
 North American Title Alliance, LLC
 North American Title Florida Alliance, LLC
 North American Services, LLC
 North American Title Agency

North American Abstract Agency
 NASSA, LLC
 North American Title, LLC
 North American Advantage Insurance Services, LLC
 North American National Title Solutions, LLC
 North American Exchange Company

173-07
Tax Rate Area
07169

PORTION RANCHO CALLEGUAS LOT 63



CITY OF CAMARILLO
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Aerial Numbers Shown in Squares.

PREPARED	4-1-2003
DRAWN	6-21-2002
CHECKED	03-05-2002
APPROVED	03-05-2002
SHERIDAN, S. J. (A) COUNTY CLERK	

NOTE: ASSASSOR'S MAPS ARE SHOWN ON THIS DATE
DO NOT PRECEDENTLY EXISTING MAPS.
CHECK WITH COUNTY CLERK'S OFFICE FOR
FURTHER INFORMATION ON THIS.

BK
171

Portion Tract 5248, M.R. Bk. 145, Pg. 42

DATE	REFERENCE DOC.	EXPLANATION	CODE	HOW THIS SIZE	APN (a)	RESUBAL	APN (s)	NEW
5/29/02	15388-42	REVISION			153-07-001-001			
					153-07-001-002			
					153-07-001-003			
					153-07-001-004			
					153-07-001-005			
					153-07-001-006			
					153-07-001-007			
					153-07-001-008			

BK 173, PG. 07 REVISION LPS

EXHIBIT "3"

DocuSign Envelope ID: F0A61C0C-41C5-4E0A-8F7C-2158381C0145



CALIFORNIA ASSOCIATION OF REALTORS®

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

Date Prepared: 12/07/2016

1. OFFER:

- A. THIS IS AN OFFER FROM Juli Montano ("Buyer").
B. THE REAL PROPERTY to be acquired is 5396 Calarosa Ranch Road, Camarillo, CA 93012, situated in Camarillo (City), Ventura (County), California, 93012 (Zip Code), Assessor's Parcel No. 1730070015 ("Property").
C. THE PURCHASE PRICE offered is One Million, Five Hundred Seventy-Five Thousand Dollars \$ 1,575,000.00
D. CLOSE OF ESCROW shall occur on January 2, 2017 (date) or Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a 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 Century 21 Troop Real Estate (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent Harcourts Advanced (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
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 \$ 45,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or)
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

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

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

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ 300,000.00
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) FHA/VA: 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 FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

- E. ADDITIONAL FINANCING TERMS: Buyer will secure private equity or conventional loan at the best prevailing rate and terms.

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 1,230,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL): \$ 1,575,000.00

Buyer's Initials (AJ) ()

Seller's Initials (MD) ()

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



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Property Address: 5396 Calarosa Ranch Road, Camarillo, CA 93012 Date: December 7, 2016

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (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"/> Other	
<input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)		
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 checked="" type="checkbox"/> Other Troop C-21 Addendum	

6. OTHER TERMS: Seller to provide all existing building plans for the home, upstairs balcony, sound studio, pool and outdoor fireplace gazebo. Buyer accepts Pest inspection provided by seller dated 8/22/2016 performed by ALLGUARD Termite and Pest Control.

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 Property I.D.
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials (DS JM) (_____) Seller's Initials (DS MD) (_____)

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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 Buyer and Seller to each pay respective fees
- (b) Escrow Holder shall be All Valley
- (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 Consumers Escrow
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee
- (2) Buyer Seller shall pay City transfer tax or fee
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee if any.
- (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 any.
- (8) Buyer Seller shall pay for Termite Section 1 treatment and repair per report dated 8/22/2016
- (9) Buyer Seller shall pay for
- (10) Buyer Seller shall pay for the cost, not to exceed \$, of a standard (or upgraded) one-year home warranty plan, issued by First American Home CRES, 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) Master bedroom chandelier, dining room chandelier, curtains in living room, dining room and master bedroom.

 , 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 (MS) ()

Seller's Initials (MS) ()

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

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5396 Calarosa



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Date: December 7, 2016

9. CLOSING AND POSSESSION:

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

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

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

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of 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 (ME) (_____)
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Seller's Initials (MD) (_____)



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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 (DS JM) ()
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Seller's Initials (DS MD) ()



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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 (JM) (_____)
RPA-CA REVISED 12/15 (PAGE 6 OF 10)

Seller's Initials (MD) (_____)



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

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Property Address: 5396 Calarosa Ranch Road, Camarillo, CA 93012 Date: December 7, 2016

- 15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. **BROKERS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
 - B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials (JM) (_____)
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Seller's Initials (MD) (_____)



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Property Address: 5396 Calarosa Ranch Road, Camarillo, CA 93012

Date: December 7, 2016

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

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

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

Buyer's Initials JM / _____

Seller's Initials MD / _____

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 JM / _____

Seller's Initials MD / _____

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 (JM) (_____)

Seller's Initials (MD) (_____)

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

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5396 Calarosa

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Property Address: 5396 Calarosa Ranch Road, Camarillo, CA 93012 Date: December 7, 2016

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- 23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
- 26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form A0AA).
- 27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 28. **TERMS AND CONDITIONS OF OFFER:**

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

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

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

31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Armando Jimenez, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by 12:00 AM / PM, on December 9, 2016 (date)).

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

Date 12/9/2016 10:11 AM PST BUYER Juli Montano
 (Print name) Juli Montano _____
 Date _____ BUYER _____
 (Print name) _____

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

Seller's Initials (JM) (MD)



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Property Address: 5396 Calarosa Ranch Road, Camarillo, CA 93012 Date: December 7, 2016

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

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SQO 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 12/9/2016 SELLER Melissa DeMarco

(Print name) Melissa DeMarco D2D6317B55F240B...

Date _____ SELLER _____

(Print name) _____

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

(AD) (Initials) (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) 12/9/2016 at 8:00pm

AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

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

Real Estate Broker (Selling Firm) <u>Harcourts Advanced</u>	CalBRE Lic. # <u>01980440</u>
By <u>Armando Jimenez</u>	CalBRE Lic. # <u>00934091</u> Date <u>12/9/2016 11:34 AM</u> PST
By <u>Armando Jimenez</u>	CalBRE Lic. # _____ Date _____
Address <u>2905 Powisgate Rd</u>	City <u>Westlake Village</u> State <u>CA</u> Zip <u>91361-3001</u>
Telephone _____ Fax _____	E-mail <u>armando.jimenez@harcourtsusa.com</u>
Real Estate Broker (Listing Firm) <u>Century 21 Troop Real Estate</u>	CalBRE Lic. # <u>0199486</u>
By <u>Karen Today Rooke</u>	CalBRE Lic. # <u>01720412</u> Date <u>12/9/2016</u>
By <u>Karen Today Rooke</u>	CalBRE Lic. # _____ Date _____
Address <u>4165 E Thousand Oaks Blvd #100</u>	City <u>Thousand Oaks</u> State <u>CA</u> Zip <u>91362</u>
Telephone _____ Fax <u>(805)494-1108</u>	E-mail <u>karentodayrooke@troop.com</u>

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ 45,000), counter offer numbers 0 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 12-9-16

Escrow Holder ALL VALLEY ESCROW, INC. Escrow # 3-43142KP

By Karris Palace CAMARILLO BRANCH Date 12-15-16

Address 2904 E. DAILY DR, #201

Phone/Fax/E-mail (805) 388-1901 9103-1841

Escrow Holder has the following license number 9103-1841 K. Palace

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

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

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

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Published and Distributed by: **REAL ESTATE BUSINESS SERVICES, INC.** Buyer Acknowledges that page 10 is part of this Agreement (_____) (_____) Buyer's Initials

a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®

525 South Virgil Avenue, Los Angeles, California 90020

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

Reviewed by _____
Broker or Designee



DocuSign Envelope ID: FOA61C0C-41C5-4E0A-8F7C-2158381C0145



CALIFORNIA ASSOCIATION OF REALTORS®

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

Property Address: 5396 Calarosa Ranch Road, Camarillo, CA 93012 ("Property"),

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

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

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

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

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

Buyer [Signature] Buyer _____

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Reviewed by _____ Date _____



EXHIBIT "4"

Fax Server 1/10/2017 12:37:53 PM PAGE 1/002 Fax Server



Residential Lending Customer Service
P.O. Box 85643
Mail Code 2-69D-200
San Diego, CA 92186-5643

PAYOFF STATEMENT

January 10, 2017

FAX: 855-344-7389

All Valley Escrow
Karrie
3-43142
Fax To 805-388-1968

Loan No: 0001425164
Investor No: 500
Loan Type: Conventional
Arm Next Int Adj: 11-01-15
PPP Code: N

RE: Robert Demarco
5396 Calarosa Ranch
Camarillo, CA 93012

Property Address: 5396 Calarosa Ranch CALAROSA RAN
Camarillo CA 93012

IMPORTANT MESSAGE: Union Bank will instruct the trustee to record a full reconveyance unless contrary written instructions are received by Union Bank at the time of payoff. Both reconveyance fee and recording fee must be remitted to Union Bank.

* ONLY CERTIFIED FUNDS WILL BE ACCEPTED FOR THE *
* PAYOFF SHOWN BELOW ON THE CAPTIONED MORTGAGE. *

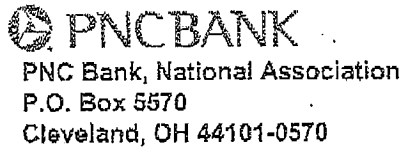
These figures are due to January 24, 2017.
This loan is due for the February 01, 2015 payment.
The current total unpaid Principal Balance is: \$ 1,175,448.86
Interest at 2.87500% 74,036.24
Escrow/Impound Overdraft 65,930.89
Unpaid Late Charges 3,792.42
Unpaid NSF Charges 15.00
Recoverable Corporate Advances 21,846.30

Recording Fee 24.00
Reconveyance Fee 45.00
Demand Fee 30.00
Foreclosure Fee 79.92
* .00
* * * * TOTAL AMOUNT TO PAY LOAN IN FULL * * * * \$ 1,341,248.63

In accordance with your request to prepay the above loan, you are authorized to use said documents, provided you can pay us the sum of \$ 1,341,248.63 plus any additional interest due. Total interest is to be calculated at \$ 2,816.17 for full months from January 01, 2015 and at \$ 104.66 per day for partial months through the date payment reaches us. The per diem figures we determined are based on a 365 day calculation.

These figures are subject to final verification by the borrower. It is

EXHIBIT "5"



Robert Demarco
366 Spring Park Road
Camarillo, CA 93012

VIA REGISTERED OR CERTIFIED U.S. MAIL

Date: January 10, 2017

Borrower Name(s): Robert Demarco

Date of Payoff Notice: January 10, 2017

Loan Number: xxxx-xxxx-xxxx-3646 ("Account")

Description of Loan: Home Equity Line of Credit dated November 20, 2005

Nature of Real Estate Security Interest: Mortgage on 5396 Calarosa Ranch Rd , Camarillo , CA 93012

Re: NOTICE OF PAYOFF AMOUNT

To Whom It May Concern:

This letter is in response to a request for a payoff figure made by you or on your behalf regarding the account listed above (hereinafter referred to as the "Account").

You have requested a payoff amount through February 9, 2017 (the "Payoff Date"):

Payoff Amount as of Date of this Letter: \$328,450.08

Interest Through Payoff Date: \$0.00

Total Due Through Payoff Date: \$328,450.08 (the "Payoff Amount")

The current daily interest rate on the Account is 00.00 percent and the daily interest accruing on the Account is \$0.00 per day (hereinafter referred to as the "Per Diem Amount").

Funds remitted after the Payoff Date will require payment of additional interest to pay the Account in full. The Payoff Amount set forth above is good through the Payoff Date, provided that (i) payments made to the Account have not been dishonored or returned, (ii) there is no outstanding activity which has not yet posted to Account, and (iii) if the Account is an open-end account, you borrow no additional funds on the Account.

If you fail to make payment in the amount identified above by the Payoff Date as provided herein, you must contact the undersigned for a new payoff figure. Interest will continue to accrue on the Account and payments will continue to be due on their contractual due date until the Account is paid in full.

Payment may be made via certified or cashier's check or via wire transfer. Payment must be received by 5:00 PM (Eastern Prevailing Time) on the Payoff Date to be credited that day. Payment can be made to the department and address listed below:

PNC Bank, N.A.
P.O. Box 5570
Cleveland, OH 44101-0570
Locator: Payment Processing BR-YB58-01-5

Upon receipt of your payoff, the Account will be closed unless you otherwise request in writing that the account remain open. Please destroy any unused convenience checks.

Please direct all general notices and requests for further information and/or lien satisfaction to the following:

PNC Bank, N.A.
P.O. Box 5570
Cleveland, OH 44101-0570
Locator: Payment Processing BR-YB58-01-5

Sincerely,

Martin Fafrak X66400
Account Specialist
1-866-622-2657 Ext.66400

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against any collateral. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.


If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

Hours of Operation: 8 a.m. to 5 p.m, Monday - Friday ET

EXHIBIT "6"

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
PO BOX 145595, STOP 8420G
CINCINNATI, OH 45250-5585



20160412-00049879-0 1/1
Ventura County Clerk and Recorder
MARK A. LUNN
04/12/2016 04:14:34 PM
1051433 \$14.00 CE

For Optional Use by Recording Office

Form 668 (Y)(c) 3847 Department of the Treasury - Internal Revenue Service
(Rev. February 2004) **Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7 Serial Number
Lien Unit Phone: (800) 913-6050 206973416

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer ROBERT DEMARCO

Residence 366 SPRING PARK RD
CAMARILLO, CA 93012

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2014	XXX-XX-5273	11/16/2015	12/16/2025	161787.01

Place of Filing COUNTY RECORDER
VENTURA COUNTY
VENTURA, CA 93009

Total \$ 161787.01

This notice was prepared and signed at OAKLAND, CA, on this, the 05th day of April, 2016.

Signature *Chief Cordant* Title ACS SBSE 27-00-0008
for G.J. CARTER-LOUIS (800) 829-3903

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

EXHIBIT "7"



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE TO SELLER TO PERFORM

No. 1
(C.A.R. Form NSP, Revised 6/16)

In accordance with the terms and conditions of the California Residential Purchase Agreement (C.A.R. Form RPA) or Residential Income Property Purchase Agreement (C.A.R. Form RIPA), or Commercial Property Purchase Agreement (C.A.R. Form CPA), or Vacant Land Purchase Agreement (C.A.R. Form VLPA), or Other _____ ("Agreement"), dated December 7, 2016,

on property known as 5396 Calarosa Ranch Road, Camarillo, CA 93012 ("Property"),
between Juli Montano ("Buyer"),
and Melissa DeMarco ("Seller").

Buyer hereby gives Seller notice that Buyer has not yet received from Seller the items checked below. If Seller does not provide Buyer with these items, Buyer may be entitled to cancel the Agreement or delay removing an applicable contingency.

1. CONTRACTUAL ACTION

- A. Delivery of the following Inspection or Report (Paragraph 7 _____): _____
- B. Delivery of a fully completed Lead Disclosures (Paragraph 10A)
- C. Delivery of the following fully completed Statutory Disclosures (Paragraph 10A): _____
- D. Delivery of the following booklets/guides (Paragraph 10B): _____
- E. Delivery of Condominium/Planned Development (HOA or OA) Disclosures (Paragraph 10F)
- F. Disclosure of Known Property Insurance Claims (Paragraph 11A)
- G. Delivery of Preliminary Title Report (Paragraph 13A)
- H. Delivery of a Representative Capacity Signature Disclosure and evidence of authority to act (Paragraphs 19 and 32)
- I. Other Disclosures and Deliveries: _____
- J. Other Delivery of clear and marketable title to close escrow.
- K. Other _____

2. CONTINGENCIES

- A. Removal of Finding Replacement Property Contingency (C.A.R. Form SPRP, Paragraph 1A)
- B. Removal of Close of Replacement Property Contingency (C.A.R. Form SPRP, Paragraph 1B)
- C. Other _____

SELLER: If you do not take the contractual actions specified above within 2 (or _____) Days After Delivery (but no less than the time specified in the Agreement) of this Notice to Seller to Perform, Buyer may cancel the Agreement.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

Buyer Julie Montano Date 2/25/2017 | 12:30 PM PST
968E0A52C26848F...

(_____/_____) (Initials) **CONFIRMATION OF RECEIPT:** A Copy of this Signed Notice to Seller to Perform was personally received by Seller or authorized agent on _____ (date), at _____ AM PM.

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NSP REVISED 6/16 (PAGE 1 OF 1)

Reviewed by _____ Date _____



NOTICE TO SELLER TO PERFORM (NSP PAGE 1 OF 1)

In re Melissa DeMarco,	Main Document	Page 65 of 66
	Debtor(s)	Chapter 11 Bankruptcy Case No. 9:13-bk-11112-PC

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Law Offices of Louis J. Esbin
25129 The Old Rd., Suite 114, Stevenson Ranch, CA 91381

A true and correct copy of the foregoing document described **NOTICE OF MOTION AND MOTION FOR AUTHORITY OF DEBTOR TO SELL REAL PROPERTY OF THE ESTATE FREE OF LIENS, CLAIMS OR INTERESTS AND TO PAY COSTS OF SALE, INCLUDING COMMISSIONS OF REAL ESTATE SALES AGENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION IN SUPPORT [11 U.S.C. Sections 363 and 1129; Local Rule 6004-1(c) and 9013-1(o)]** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On February 28, 2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Louis J. Esbin (esbinlaw@sbcglobal.net)	Jay Spillane (jspillane@spillaneplc.com)
Gary A Starre (gastarre@gmail.com)	Brian Fitipaldi (brian.fittipaldi@usdoj.gov)
Christopher M. McDermott (cmcdermott@aldridgepите.com)	US Trustee (ustprejion16.nd.ecf@usdoj.gov)

Sarah A. Herson (sarah.a.herson@irscounsel.treas.gov)	<input type="checkbox"/> Service information continued on attached page
Stephen Lew (stephen.lew@doj.ca.gov)	
Richard Marcus (help@affordablelaw.com)	
James R Selth (jim@wsrlaw.net)	

2. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On February 28, 2017, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Peter Carroll, Bankruptcy Judge	<u>Debtor</u>
Courtroom 201	Melissa DeMarco
1415 State Street	5396 Calarosa Ranch Rd.
Santa Barbara, CA 93101	Camarillo, CA 93012

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on February 28, 2017, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Richard A. Marcus [richard@attorneyrichardmarcus.com]	<input checked="" type="checkbox"/> Service information continued on attached page
---	--

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

February 28, 2017	LINDA DEKKER	/s/ Linda Dekker
-------------------	--------------	------------------

Date	Type Name	Signature
------	-----------	-----------

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

PROOF OF SERVICE LIST

In re Melissa DeMarco

Bankruptcy Case No. 9:13-bk-11112-PC

2. Mail Delivery

Parties in Interest to Real Property

98 Pinnacle At Camarillo HOA
C/O Euclid Management Company
195 North Euclid Ave., Suite 100
Upland, CA 91786

PNC Bank, NA
Attn. Sarah
P.O. Box 5570
Cleveland, OH 44101-0570
Fax No. 877-767-2563

Consumer's Title Company
Attn. Reed Wheeler
4035 E. Thousand Oaks Blvd.
Westlake Village, CA 91362
Fax No. 805-495-1774

All Valley Escrow
Attn. Karrie Palace
2301 Daily Drive, # 301
Camarillo, CA 93010
Fax No. 805-388-1968

Union Bank
c/o Aldridge Pite
Attn. Greg Campbell
4375 Jutland Drive, #200
P.O. Box 17933, San Diego, CA 92177-0933
Fax No. 619.590.1385

Ventura County Tax Collector
Attn. Bankruptcy
800 S. Victoria Ave.
Ventura, CA 93009-1290
Fax No. 805-388-1968

Union Bank
Attn. Residential Lending Customer Service
P.O. Box 85643
Mail Code 2-69D-200
San Diego, CA 92186-5643
Fax No. 855-344-7389

Harcourts Advanced (Buyer's Broker)
Attn. Armando Jimenez
2900 Townsgate Rd.
Westlake Village, CA 91361-3001
Email: armando.jimenez@harcourtsusa.com

Century 21 Troop Real Estate
Attn. Karen Today Rooke
4165 E. Thousand Oaks Blvd., # 100
Thousand Oaks, CA 91362
Fax No. 805-494-1108

Notice Only

Carey & Hanna, CPAs
1445 Donlon Street, Suite 6
Ventura, CA 93003-5639

Law Office Of Ian C. Malatesta
15760 Ventura Blvd, #2010
Encino, CA 91436

Johnson & Johnson, LLP
439 North Canon Dr., Suite 200
Beverly Hills, CA 90210

Law Office of Stephen M. Baron
1299 Ocean Ave., # 312
Santa Monica, CA 90401

Law Office of Bobette Fleishman
A Prof. Law Corp.
200 N. Westlake Blvd., Suite 202
Westlake Village, CA 91362

Law Office of Richard A. Marcus
28494 Westinghouse Place, Suite 204
Valencia, CA 91355