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8 Attorney for Debtor,
9 Michael Clegg Peters

10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 NORTHERN DIVISION

13 In re

14 Michael Clegg Peters,
15 Debtor.

16) CASE NO.: 9:16-bk-11416-PC

17) Chapter 11

18) NOTICE OF MOTION AND MOTION
19) FOR AN ORDER APPROVING THE
20) SALE OF A REAL PROPERTY ASSET
21) OF THE ESTATE; MEMORANDUM OF
22) POINTS AND AUTHORITIES AND
23) DECLARATION OF MICHAEL CLEGG
24) PETERS IN SUPPORT THEREOF

25) Date: April 12, 2017

26) Time: 10:00 a.m.

27) Place: Courtroom 201

28 TO THE HONORABLE PETER CARROLL, JUDGE OF THE UNITED STATES
BANKRUPTCY COURT, TO THE UNITED STATES TRUSTEE AND TO ALL
INTERESTED PARTIES:

1 **PLEASE TAKE NOTICE** that Michael Clegg Peters (the "Debtor"), debtor and debtor-
2 in-possession herein, respectfully move this Court pursuant to 11 U.S.C. §§ 363 (b), (f), (h), (j)
3 and (m) and 1107(a), and Rule 6004(a) and 9019 of the Federal Rules of Bankruptcy Procedure,
4 for an order: (1) authorizing the Debtor to sell the property located at 96 Old County Road,
5 Templeton, California 93465, parcel ID 041-031-006 (the "Templeton Property"), other than in
6 the ordinary course of business, free and clear of liens, claims, interests and encumbrances
7 related to the Templeton Property; (2) authorizing the Debtor to sell the Debtor's interest, and the
8 interest of any co-owner of the Templeton Property; (3) approving the payment of the real estate
9 brokers' commissions and customary closing costs; and (4) finding that the purchaser, Rick
10 Bohnsack ("Purchaser") is a good faith purchaser pursuant to 11 U.S.C. § 363(m) for the sale of
11 the Templeton Property (the "Motion").
12

13
14 The Debtor has received an offer to sell the Templeton Property to Purchaser for
15 \$249,000.00 (the "Sale Price"). This Motion is brought to authorize the sale of the Templeton
16 Property (the "Sale") to the Purchaser. The essential terms of the Sale are as follows:
17

- 18 • Purchaser: Rick Bohnsack (the "Purchaser");
- 19 • Purchase Price: \$249,000.00 (the "Purchase Price");
- 20 • Condition of Property: Property purchased "as-is" without
21 any representations or warranties of any kind;
- 22 • Closing Date: April 21, 2017; and;
- 23 • Brokers' Commissions: Four and a half percent (6.00%).
24

25 The terms of the Sale are explained in more detail in the "Vacant Land Purchase
26 Agreement and Joint Escrow Instructions" (the "Sale Agreement") executed by the Debtor and
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1 the Purchaser on March 3, 2017, a copy of which is attached hereto as Exhibit "1" to the
2 Declaration of Michael Clegg Peters ("Peters Declaration").

3 The Debtor will also request authority to pay broker commissions of six (6.00%) of the
4 gross sales price and escrow closing costs estimated to be approximately less than one percent
5 (0.57%) of the gross sale price directly from escrow.

6 The scheduled value of the Templeton Property is \$360,000.00, based on a county
7 assessment of value. The Templeton Property has been on the market for approximately ten years.
8 After months of the Templeton Property being listed on the MLS, this Sale Price is a good and
9 fair offer that results in a premium, which significantly benefits the bankruptcy estate. There are
10 currently no secured claims on the Templeton Property.
11

12 The Debtor will seek a waiver of the 10-day stay prescribed by Federal Rule of
13 Bankruptcy Procedure 6004(g).

14 The Motion is based upon this Notice of Motion and Motion, the accompanying
15 Memorandum of Points and Authorities and the Declaration of Michael Clegg Peters annexed
16 hereto, the entire record in this case, the statements, arguments and representations of counsel to
17 be made at the hearing on the Motion, if needed, and any other evidence properly presented to
18 the Court.
19

20
21 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Bankruptcy Rule 9013-
22 1(f), any opposition to the Motion must be in writing, filed with the Court and served upon counsel
23 for the Debtor at the address set forth in the upper left-hand corner of the first page of this Notice
24 not later than fourteen (14) days prior to the hearing date set forth above.
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1 PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 9013-1
2 (h), the failure to file and serve a timely opposition to the Motion may be deemed by the Court to
3 constitute consent to the Court's granting of the relief sought by the Debtor.

4 WHEREFORE, the Debtor respectfully request that the Court enter an order:

5 (a) Approving the above sale of the Templeton Property to the Purchaser free and
6 clear of liens;

7 (b) Authorizing the Debtor to sell his interest in the Templeton Property to Purchaser;

8 (c) Finding that the Purchaser purchased the Property in "good faith," as defined in
9 11 U.S.C. § 363(m);

10 (d) Waiving the 10-day stay prescribed by Federal Rule of Bankruptcy Procedure
11 6004(g);

12 (e) Providing that the Debtor is authorized and empowered to execute and deliver on
13 behalf of the estate any and all documents reasonably necessary to implement the terms of the
14 Sale;

15 (f) Providing that the notice given by the Debtor in connection with the sale and the
16 hearing thereon is adequate, sufficient, proper and complies with all applicable provisions of
17 the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

18 (g) Authorizing the payment of the brokers' commissions, undisputed liens and
19 encumbrances against the Property and customary escrow costs directly from escrow

20 and

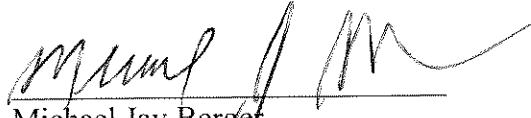
21 (h) Granting such other and further relief as is just and appropriate.
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LAW OFFICES OF MICHAEL JAY BERGER

Dated:

3/10/17

By:



Michael Jay Berger
Attorney for Debtor,
Michael Clegg Peters

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1 **I. INTRODUCTION**

2 The Debtor has determined that the best way to create and maximize a recovery for
3 creditors is to sell the vacant land property located at 96 Old County Road, Templeton,
4 California 93465, parcel ID 041-031-006 (the "Templeton Property") for \$249,000.00. Selling
5 the Templeton Property will create a liquid asset to pay additional secured creditors of the estate
6 and will allow the Debtor to reduce monthly operating expenses. Furthermore, the selling of the
7 Templeton Property will allow the Debtor to be able to have a viable, confirmable reorganization
8 plan. See Declaration of Michael Clegg Peters (the "Peters Declaration").

9
10 The Debtor believes the best option available is the orderly sale of the Templeton
11 Property and based on good business reasons, including the current real estate market and the
12 economics of the Debtor's situation, it is in the best interest of the creditors of the Debtor's
13 bankruptcy estate (the "Estate"), that the Sale Motion be approved so that Debtor does not lose
14 this favorable business opportunity.

15 **Factual Background**

16
17 Michael Clegg Peters ("Debtor"), resides with his non-filing spouse located at 31710
18 Foxfield Drive, Westlake Village, California 91361 (the "Residence"). This is Mr. Peters' third
19 bankruptcy filing. This is the Debtor's third bankruptcy filing: 11-bk -23482-PC, Chapter 11
20 filed in California Central Bankruptcy on 11/21/2011, Dismissed for Failure to File Information
21 on 12/15/2011; Case Number 12-bk-10658-PC, Chapter 11 filed in California Central
22 Bankruptcy on 01/23/2012, Dismissed for Other Reason on 07/28/2014.

23
24 The Residence has a scheduled value \$1,799,479.00. Select Portfolio Servicing ("SPS")
25 has a mortgage on the Residence in the scheduled amount of \$900,273.42. The Debtor and his
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1 spouse have three minor children residing in the Residence. The Debtor and his spouse own the
2 Residence.

3 The Debtor is the sole owner of a rental property single family residence located at 2110
4 Laurelwood Drive, Thousand Oaks, California 91362. The Court ordered value is \$715,000.00.
5 Bank of New York Mellon has a mortgage in the amount of \$881,399.13. This property is
6 currently rented.
7

8 The Debtor is the sole owner of a rental property single family residence located at 2401
9 S. Victoria ("Victoria"), Oxnard, California 93035. The Court ordered value of that property is
10 \$1,275,000.00. Ventures Trust has a mortgage in the amount of \$948,435.57. This property is
11 currently rented.
12

13 The Debtor is the sole owner of a vacant land of property located at 96 Old Country
14 Road, Templeton, California. The Parcel # is 041-031-006. The scheduled value of that vacant
15 piece of land is \$360,000.00. The Debtor owns the property free and clear. The Debtor has an
16 accepted offer on this property.
17

18 The Debtor has scheduled secured claims in the amount of \$2,723,921.36. The Debtor
19 does not have scheduled non-priority unsecured claims.

20 The event that precipitated filing the Chapter 11 bankruptcy case stems from the pending
21 foreclosure sale that was scheduled on July 28, 2016 regarding the Victoria Property. See Peters
22 Declaration.
23

24 **II. Facts Related to the Sale Motion**

25 On March 3, 2017, the Debtor and the Purchaser entered into the Residential Purchase
26 Agreement. See attached Exhibit "1" to the Peters Declaration. Escrow is set to close on April
27 21, 2017. See Peters Declaration. On March 9, 2017, the Purchaser executed Supplemental
28

1 Escrow Instructions with respect to the Purchase Agreement and the Templeton Property. See
2 attached Exhibit "2".

3 **II. SALE MOTION**

4 **A. The Proposed Sale of the Property**

5 The Sale of the Templeton Property is in the best interest of the Debtor, the Debtor's
6 estate, and the Debtor's creditors. The Debtor entered into an agreement to sell the Templeton
7 Property to Purchaser, as evidenced by Escrow Instructions, dated as of March 3, 2017, (the
8 "Escrow Instructions"), a true and correct copy of which is attached to the Peters Declaration as
9 Exhibit "1". The legal description of the Templeton Property is set forth in the Fidelity National
10 Title Company Report, dated February 28, 2017, a true and correct copy of which is attached to
11 the Peters Declaration as Exhibit "3". See Peters Declaration.

12
13
14 Subject to Court approval, the Debtor seeks to (i) sell, the Property to Purchaser, pursuant
15 to the terms and conditions of that certain "Residential Purchase Agreement and Joint Escrow
16 Instructions" (the "Sale Agreement"), on an "AS IS " and free and clear of liens, claims, interests
17 and encumbrances, including, but not limited to (i) delivering the Property vacant shortly after
18 court approval (15 days), (ii) with such liens, claims, interests and encumbrances being either (y)
19 paid and fully satisfied at closing¹, or (z) transferred to the proceeds of the Sale in their order of
20 priority and subject to their validity as of the Petition Date, for a purchase price of \$249,000.00
21 (the "Purchase Price"). The Sale's closing is to occur April 21, 2017, following the entry of a
22 final order of the Bankruptcy Court approving the Sale of the Templeton Property. A true and
23 correct copy of the Sale Agreement is attached hereto as Exhibit "1" to the Peters Declaration
24 and incorporated herein by this reference. See Peters Declaration.
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¹ Taxes and broker commissions to be paid upon closing. 8

1 Through the Sale: (i) the Debtor will (a) satisfy all undisputed loans and obligations
2 secured by the Templeton Property, (b) satisfy all real property and personal property taxes
3 secured by tax liens recorded against the Templeton Property, and (c) pay all normal and
4 customary costs and expenses associated with the Sale, including the broker's commissions.

5 The essential terms of the Sale are as follows:

- 6 ○ Purchaser: Rick Bohnsack (the "Purchaser");
- 7 ○ Purchase Price: \$249,000.00 (the "Purchase Price");
- 8 ○ Condition of Property: Property purchased "as-is" without any
9 representations or warranties of any kind; and
- 10 ○ Brokers' Commissions: Six (6.00%).
 - 11 ▪ Purchasers Agent: Jan Sanderlin for Concierge Realty²
 - 12 ▪ Closing Date: April 21, 2017, pending Court Approval
 - 13 ▪ Allocation of Costs:
 - 14 ○ **Escrow Fee**: Shared equally between Purchaser and Seller.
 - 15 ○ **Owner's Title Insurance**: Paid by Seller.

16 In the Debtor's business judgment, based upon a fair market analysis by the real estate
17 agent³, the Debtor is receiving more than a fair price for the Templeton Property. Debtor's
18 scheduled value of the Templeton Property was \$360,000.00, based on a county assessment value.
19 The Templeton Property has been on the market for approximately ten years. Therefore, the sale
20 of the Templeton Property would allow the estate to see a cash flow that would in turn help the
21 Debtor to pay off his creditors.
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27 ² In this transaction, Ms. Sanderlin represents both the Seller/Debtor and the Purchaser. A Disclosure regarding Real
Estate Agency Relationship is attached as Exhibit "1".

28 ³ An order approving the employment of Jan Sanderlin was entered by this Court on September 12, 2016 [docket
number 34].

1 **B. Treatment of the Liens and Encumbrances Under the Sale**

2 The property is not encumbered by any secured liens.

3 The Debtor is unaware of any adverse tax consequences of the sale at this time. See
4 Peters Declaration.

5 To assist in his sale and reorganization efforts, the Debtor has employed, the real estate
6 brokerage firm of Concierge Realty and Jan Sanderlin as real estate broker (“The Broker”), to
7 market the Templeton Property for sale. The Broker’s employment application was approved
8 by this Court on September 12, 2016 [docket no. 34].

9
10 **C. Approval of the Sale Serves the Best Interests of the Estate and Creditors**

11 The Debtor believes that the Sale is the best available alternative for maximizing the
12 value of the Templeton Property for the estate and creditors. Here, the facts surrounding the
13 sale, support the Debtor’s business decision that the Sale is in the best interest of the estate and
14 its creditors. The Debtor has determined that the best way to ensure the best recovery for all
15 creditors is to sell the Templeton Property for \$249,000.00, which results in net proceeds to the
16 estate in the approximate amount of \$230,837.55.00. See Peters Declaration.

17
18 Therefore, good cause exists to grant the Sale Motion for the benefit of the Debtor and
19 his creditors.
20

21 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

22 **A. The Court May Approve a Sale of When There is a Good Faith Purchaser**

23 Under 11 U.S.C. § 363(b), the Debtor, after notice and hearing, may sell a property of the
24 estate. The standards to establish are that there is a sound business purpose for the sale, that the
25 sale is in the best interests of the estate, i.e., the sale is for a fair and reasonable price, that there
26 is accurate and reasonable notice to creditors and that the sale is made in good faith. *In re Wilde*
27
28

1 *Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d
2 1063, 1069 (2d Cir. 1983). Business justification would include the need to close a sale to one of
3 very few serious bidders where an asset has been extensively shopped and a delay could
4 jeopardize the transaction. See *In Crowthers McCall Pattner, Inc.*, 114 B.R. 877, 885 (Bankr.
5 S.D.N.Y. 1990) (extreme difficulty finding a buyer justified merger when buyer found). The
6 Debtor's Sale meets the foregoing criteria.
7

8 **I. Sound Business Purpose**

9 The Ninth Circuit in *In re Walter*, 83 B.R. 14 (Bankr. 9th Cir. 1988) has adopted a
10 flexible, case by case test to determine whether the business purpose for a Sale justifies
11 disposition of property of the estate under Section 363(b). In *Walter*, the court, adopting the
12 reasoning of the Fifth Circuit in *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986),
13 and the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983), set forth the
14 following standard to be applied under Bankruptcy Code Section 363(b).
15

16 Whether the proffered business justification is sufficient depends on
17 the case. As the Second Circuit held in *Lionel*, the bankruptcy judge
18 should consider all salient factors pertaining to the proceeding and,
19 accordingly, act to further the diverse interests of the debtor,
20 creditors and equity holders, alike. He might, for example, look to
21 such relevant factors as the proportionate value of the assets to the
22 estate as a whole, the amount of lapsed time since the filing, the
23 likelihood that a plan of reorganization will be proposed and
24 confirmed in the near future, the effect of the proposed disposition
25 on future plans of reorganization, the proceeds to be obtained from
26 the disposition vis-à-vis any appraisals of the property, which of the
27 alternatives of use, sale or lease the proposal envisions and, most
28 importantly perhaps, whether the asset is increasing or decreasing in
value. This list is not intended to be exclusive, but merely to provide
guidance to the bankruptcy judge.

26 *Walter, supra*, at 19-20 [quoting *In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir.
27 1986)].
28

1 Here, the facts surrounding the Sale support the Debtor's business decision that the Sale
2 is in the best interest of the Estate and its creditors. The Sale has been negotiated and proposed
3 in good faith, is an "arms-length" transaction, resolves claims against the Debtor and the
4 Debtor's estate, and results in significant premium (i.e., \$230,837.53) to the Debtor's estate.

5 The Sale will allow the Debtor to work towards confirming a Chapter 11 plan that will
6 benefit the Debtor's Estate and its creditors. The Templeton Property has been on the market for
7 approximately ten years, and the legitimate concern is should this Sale not be approved, that
8 another good and fair offer that realizes significant profits to the Estate does not materialize in a
9 reasonable amount of time to allow the Debtor to reorganize.
10

11 The Debtor further believes that the Purchase Price of the Property is fair and reasonable
12 in light of the Templeton Property's condition, and the current real estate market. If the Court
13 does not approve the Sale, the Debtor may lose the opportunity to sell the Templeton Property at
14 the price the Debtor is contracted to receive and cause the Estate to incur additional expenses
15 associated with finding a new buyer, if one could be found in the present market.
16

17 The Court's approval of the Sale Motion is important because the Purchaser needs
18 assurance that the purchase of the Templeton Property will not be subject to future attack by
19 objecting creditors or a frivolous appeal.
20

21 Therefore, the Debtor respectfully submits that, if this Court applies the good business
22 reason standard suggested by the Second Circuit in *Lionel*, the Sale should be approved.
23

24 **2. The Sale Serves the Best Interests of the Estate and Creditors**

25 The benefits to the Estate, as set forth above, are tremendous. Furthermore, the Debtor
26 has determined that the best way to create and maximize a recovery for creditors is to sell the
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1 Templeton Property, as doing so will allow the Debtor to have a feasible Chapter 11 plan of
2 reorganization confirmed by the Court.

3 Thus, the Debtor has made a business decision that it is in the best interest of the creditors
4 of the estate that this Sale Motion be approved.

5 **3. Accurate and Reasonable Notice**

6 It is expected that notice of this Sale Motion will satisfy the requirements for accurate
7 and reasonable notice and will be appropriate under the circumstances. Notice of this Motion
8 has been transmitted to all creditors in accordance with Rules 2002(a)(2) and 6004(a) of the
9 Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rule 6004-1. As set forth in the
10 attached Proof of Service, Notice of this Sale Motion was served on all creditors. Hence, no
11 further notice should be necessary
12
13

14 **4. The Sale is Made in Good Faith**

15 The Sale has been brought in good faith and was negotiated on an “arm’s length” basis.

16 The court in *Wilde Horse Enterprises*, 136 B.R. 830 (Bankr. C.D. Cal. 1991) set forth the
17 factors in considering whether a transaction is in good faith. The court stated:
18

19 ‘Good faith’ encompasses fair value, and further speaks to the
20 integrity of the transaction. Typical ‘bad faith’ or misconduct,
21 would include collusion between the seller and buyer, or any attempt
22 to take unfair advantage of other potential purchasers . . . And, with
23 respect to making such determinations, the court and creditors must
24 be provided with sufficient information to allow them to take a
25 position on the proposed sale. (citations omitted)

26 *Wilde, supra*, at 842.

27 In the present case, the negotiation of the Sale was an arms-length transaction. The
28 negotiations with Purchaser has resulted in an offer to sell that will have substantial benefit to the
estate. As set forth in the attached Proof of Service, the Notice of the Sale Motion has been

1 served on all of the creditors. Accordingly, the sale is in good faith and should be approved.

2 The Debtor requests such a finding pursuant to Bankruptcy Code Section 363(m).

3 **B. Sale of the Templeton Property Free and Clear of Liens, Mortgages and**
4 **Encumbrances Should be Permitted**

5 The Bankruptcy Court has the power to authorize the sale of property free and clear of
6 liens or interests. See 11 U.S.C. § 363(f); In re Gerwer, 898 F.2d 730, 733 (9th Cir. 1990). 11
7 U.S.C § 363(f) allows a chapter 11 debtor to sell property of the bankruptcy estate “free and
8 clear or any interest in such property of an entity,” if any one of the following five conditions is
9 met:
10

- 11 (1) applicable nonbankruptcy law permits sale of such property
12 free and clear of such interest;
- 13 (2) such entity consents;
- 14 (3) such interest is a lien and the price at which such property
15 is to be sold is greater than the aggregate value of all liens on such
16 property;
- 17 (4) such interest is in bona fide dispute; or
- 18 (5) such entity could be compelled, in a legal or equitable
19 proceeding, to accept a money satisfaction of such interest.

20 11 U.S.C. § 363(f).

21 Section 363(f) is written in the disjunctive; thus, satisfaction of anyone of the five
22 conditions is sufficient to sell property free and clear of liens. See, e.g., Citicorp Homeowners
23 Services, Inc. v. Elliot (In re Elliot), 94 B.R. 343, 345 (Bankr. E.D. Pa. 1988); Mutual Life Ins.
24 Co. of New York v. Red Oak Farms, Inc. (In re Red Oak Farms, Inc.), 36 B.R. 856, 858 (Bankr.
25 W.D. Mo. 1984).

26 **1. Section 363(f) – Price is Fair**

27 Courts have approved sales under 11 U.S.C. §363(f) even where the sale price did not
28 exceed the value of the liens asserted on the property, so long as the sale is for fair market value.

1 *In re Terrace Gardens Park Partnership*, 96 B.R. 707 (Bankr. W.D. Tex. 1989); *In re Beker*
2 *Indus. Corp.*, 63 B.R. 474, 477 (Bankr. S.D.N.Y. 1986). Here, the sale price is \$249,000.00 and
3 the property is free and clear of liens.

4 Thus, approval of the Sale free and clear of liens, mortgages, and encumbrances pursuant
5 to 11 U.S.C. § 363(f)(3) in the manner provided herein is appropriate.

6
7 **C. The Sale Does Not Contravene Policy**

8 As early as 1981, a court held that:

9 As to whether the sale by a trustee of all of the Debtors' assets must
10 take place in the context of a confirmed reorganization plan, the case
11 law again is clear that there is nothing objectionable about a sale of
12 all the assets outside of a Chapter 11 plan.

13 *In re WHET, Inc.*, 12 B.R. 743, 750 (Bankr. D. Mass. 1981).

14 Note to the contrary, the Fifth Circuit decision in *In re Braniff Airways, Inc.*, 700 F.2d
15 935 (5th Cir. 1983), disapproved an asset sale because the transaction at issue involved much
16 more than a sale of property in that the documents significantly limited the Debtors'
17 reorganization options. [*Id.* at 939].

18 In essence, based on good business reasons, including the current financial market and
19 the economics of the Debtor's situation, it is in the best interest of the creditors of this estate that
20 this Sale Motion be approved. Accordingly, the Sale does not conflict with underlying
21 bankruptcy policy. See, *In re Brethren Care of South Bend, Inc.*, 98 B.R. 927, 934 (Bankr. N.D.
22 Ind. 1989) (certainty of future for tenants was good business reason and only feasible plan was
23 liquidation, so § 363 sale approved despite pending plan of reorganization).

24 The Debtor believes the best option available is the orderly sale of the Templeton
25 Property. In essence, based on good business reasons, including the current real estate market
26
27
28

1 and the economics of the Debtor's situation, it is in the best interest of the creditors of this estate
2 that this Sale Motion be approved.

3 **D. The Creditors Have Received Sufficient Notice of the Sale Agreement**

4 Rule 9019 of the Federal Rules of Bankruptcy Procedure authorizes a party in interest to
5 compromise a controversy following notice and an opportunity for a hearing. In the case at bar,
6 notice of this Motion, which summarizes the relief sought by the Debtor, was served upon the
7 Purchaser and all the creditors of the bankruptcy estate, the United States Trustee, as well as all
8 Parties who have requested special notice. The Debtor does not expect any opposition to the
9 Motion as he is paying off all of his secured lenders. Thus, the Debtor respectfully requests that
10 the Court find that notice has been sufficient for the purpose of this Motion and that the Motion
11 be approved.
12
13

14 **IV. CONCLUSION**

15 Based upon the foregoing, the Debtor respectfully submits that good cause exists for
16 granting the Sale Motion and the Debtor respectfully requests that the Court enter an order as
17 follows:
18

- 19 (a) Approving the above sale of the Templeton Property to the Purchaser free and
20 clear of liens;
21 (b) Authorizing the Debtor to sell his interest in the Templeton Property to Purchaser;
22 (c) Finding that the Purchaser purchased the Property in "good faith," as defined in
23 11 U.S.C. § 363(m);
24 (d) Waiving the 10-day stay prescribed by Federal Rule of Bankruptcy Procedure
25 6004(g);
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1 (e) Providing that the Debtor is authorized and empowered to execute and deliver on
2 behalf of the estate any and all documents reasonably necessary to implement the terms of the
3 Sale;

4 (f) Providing that the notice given by the Debtor in connection with the sale and the
5 hearing thereon is adequate, sufficient, proper and complies with all applicable provisions of
6 the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

8 (g) Authorizing the payment of the brokers' commissions, undisputed liens and
9 encumbrances against the Property and customary escrow costs directly from escrow; and


10 (i) Granting such other and further relief as is just and appropriate.
11

12
13 LAW OFFICES OF MICHAEL JAY BERGER

14
15 Dated:

3/10/17

16 By:

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18 Michael Jay Berger
19 Attorney for Debtor,
20 Michael Clegg Peters
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DECLARATION OF MICHAEL CLEGG PETERS

1
2 I, Michael Clegg Peters, declare and state as follows:

3 1. I am the debtor ("Debtor"), debtor and debtor-in-possession in the above-
4 captioned matter. I have personal knowledge of the facts set forth below and if called to testify
5 as to those facts, I could and would competently do so.

6
7 2. Michael Clegg Peters ("Debtor"), resides with his non-filing spouse located at
8 31710 Foxfield Drive, Westlake Village, California 91361 (the "Residence"). This is Mr. Peters'
9 third bankruptcy filing. This is the Debtor's third bankruptcy filing: 11-bk -23482-PC, Chapter
10 11 filed in California Central Bankruptcy on 11/21/2011, Dismissed for Failure to File
11 Information on 12/15/2011; Case Number 12-bk-10658-PC, Chapter 11 filed in California
12 Central Bankruptcy on 01/23/2012, Dismissed for Other Reason on 07/28/2014.

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14 The Residence has a scheduled value of \$1,799,479.00. Select Portfolio Servicing
15 ("SPS") has a mortgage on the Residence in the scheduled amount of \$900,273.42. The Debtor
16 and his spouse have three minor children residing in the Residence. The Debtor and his spouse
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20 Laurelwood Drive, Thousand Oaks, California 91362. The Court ordered value is \$715,000.00.
21 Bank of New York Mellon has a mortgage in the amount of \$881,399.13. This property is
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25 S. Victoria ("Victoria"), Oxnard, California 93035. The Court ordered value of that property is
26 \$1,275,000.00. Ventures Trust has a mortgage in the amount of \$948,435.57. This property is
27 currently rented.

1 The Debtor is the sole owner of a vacant land of property located at 96 Old Country
2 Road, Templeton, California. The Parcel # is 041-031-006. The scheduled value of that vacant
3 piece of land is \$360,000.00. The Debtor owns the property free and clear. The Debtor has an
4 accepted offer on this property.

5 The Debtor has scheduled secured claims in the amount of \$2,723,921.36. The Debtor
6 does not have scheduled non-priority unsecured claims.

7
8 The event that precipitated filing the Chapter 11 bankruptcy case stems from the pending
9 foreclosure sale that was scheduled on July 28, 2016 regarding the Victoria Property.

10 4. The Debtor has determined that the best way to create and maximize a recovery
11 for creditors is to sell the vacant land property located at 96 Old County Road, Templeton,
12 California 93465, parcel ID 041-031-006 (the "Templeton Property") for \$249,000.00. Selling
13 the Templeton Property will create a liquid asset to pay additional secured creditors of the estate
14 and will allow the Debtor to reduce monthly operating expenses. Furthermore, the selling of the
15 Templeton Property will allow the Debtor to be able to have a viable, confirmable reorganization
16 plan.
17

18
19 5. The Debtor believes the best option available is the orderly sale of the Templeton
20 Property and based on good business reasons, including the current real estate market and the
21 economics of the Debtor's situation, it is in the best interest of the creditors of the Debtor's
22 bankruptcy estate (the "Estate"), that the Sale Motion be approved so that Debtor does not lose
23 this favorable business opportunity.
24

25 6. On March 3, 2017, the Debtor and the Purchaser entered into the Residential
26 Purchase Agreement. See attached Exhibit "1" to the Peters Declaration. Escrow is set to close
27 on April 21, 2017. See Peters Declaration. On March 9, 2017, the Purchaser executed
28

1 Supplemental Escrow Instructions with respect to the Purchase Agreement and the Peters
2 Property. See attached Exhibit "2".

3 7. The Sale of the Templeton Property is in the best interest of the Debtor, the
4 Debtor's estate, and the Debtor's creditors. The Debtor entered into an agreement to sell the
5 Templeton Property to Purchaser, as evidenced by Escrow Instructions, dated as of March 3,
6 2017, (the "Escrow Instructions"). Attached hereto as Exhibit "2", and incorporated herein by
7 this reference, is a true and correct copy of the Settlement Statement and Escrow Instructions.
8

9 The legal description of the Templeton Property is set forth in the First National Title Company
10 Preliminary Report, dated February 28, 2017. Attached hereto as Exhibit "3", and incorporated
11 herein by this reference, is a true and correct copy of the Preliminary Report.
12

13 8. The Debtor has determined that the best way to create and maximize a recovery
14 for creditors is to sell the vacant land property located at 96 Old County Road, Templeton,
15 California 93465, parcel ID 041-031-006 (the "Templeton Property") for \$249,000.00. Selling
16 the Templeton Property, will both create a liquid asset to pay additional secured creditors of the
17 estate and will also allow the Debtor to reduce monthly operating expenses. Furthermore, the
18 selling of the Templeton Property will allow the Debtor to be able to proffer a viable,
19 confirmable reorganization plan.
20

21 9. The Debtor believes the best option available is the orderly sale of the Templeton
22 Property and based on good business reasons, including the current real estate market and the
23 economics of the Debtor's situation, it is in the best interest of the creditors of the Debtor's
24 bankruptcy estate (the "Estate"), that the Sale Motion be approved so that Debtor does not lose
25 this favorable business opportunity.
26
27
28

1 10. Subject to Court approval, the Debtor seeks to (i) sell, the Templeton Property to
2 Purchaser, pursuant to the terms and conditions of that certain "Residential Purchase Agreement
3 and Joint Escrow Instructions" (the "Sale Agreement"), on an "AS IS " and free and clear of
4 liens, claims, interests and encumbrances, including, but not limited to (i) delivering the Property
5 vacant shortly after court approval (15 days), (ii) with such liens, claims, interests and
6 encumbrances being either (y) paid and fully satisfied at closing⁴, or (z) transferred to the
7 proceeds of the Sale in their order of priority and subject to their validity as of the Petition Date,
8 for a purchase price of \$249,000.00 (the "Purchase Price"). The Sale's closing is to occur April
9 21, 2017, following the entry of a final order of the Bankruptcy Court approving the Sale of the
10 Templeton Property.
11

12
13 11. In the Debtor's business judgment, based upon a fair market analysis by the real
14 estate agent⁵, the Debtor is receiving more than a fair price for the Templeton Property. Debtor's
15 scheduled value of the Templeton Property was \$360,000.00, based on a previous county assessed
16 value. The Templeton Property has been on the market for approximately ten years. Therefore,
17 the sale of the Templeton Property would allow the estate to see a cash flow that would in turn
18 help the Debtor to pay off his creditors.
19

20 12. The Templeton Property is free and clear of liens.

21 13. The Debtor is unaware of any adverse tax consequences of the sale at this time.

22
23 14. To assist in his sale and reorganization efforts, the Debtor has employed, the real
24 estate brokerage firm of Jan Sanderlin for Concierge Realty as real estate broker ("The Broker"),
25 to market the Templeton Property for sale. The Broker's employment application was approved
26

27
28 ⁴ Taxes and broker commissions to be paid upon closing.

⁵ An order approving the employment of Jan Sanderlin for Concierge Realty was entered by this Court September 12, 2016 [docket number 34].

1 by this Court on September 12, 2016 [docket no. 34]. Ms. Sanderlin is representing both myself
2 as well as the purchaser in this transaction. Both parties have signed off on the transaction.

3 15. The Debtor believes that the Sale is the best available alternative for maximizing
4 the value of the Templeton Property for the estate and creditors. Here, the facts surrounding the
5 sale, support the Debtor's business decision that the Sale is in the best interest of the estate and
6 its creditors. The Debtor has determined that the best way to ensure the best recovery for all
7 creditors is to sell the Templeton for \$249,000.00, which results in net proceeds to the estate in
8 the approximate amount of \$230,837.53. I have not been contacted by any potential over bidder,
9 and in my business judgment there are no viable alternative purchasers.
10
11

12
13 I declare under penalty of perjury that the foregoing is true and correct and that this
14 declaration is executed on March 10, 2017 at Los Angeles, California.
15

16
17
18 
19 MICHAEL CLEGG PETERS
20
21
22
23
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27
28

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:
9454 Wilshire Blvd., 6th floor, Beverly Hills, CA 90212-2929

The foregoing document described "**NOTICE OF MOTION AND MOTION FOR AN ORDER APPROVING THE SALE OF A REAL PROPERTY ASSET OF THE ESTATE; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF MICHAEL CLEGG PETERS IN SUPPORT THEREOF**" will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. **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 3/13/2017 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:

Service information continued on

II. **SERVED BY U.S. MAIL** (indicate method for each person or entity served):

On 3/13/2017 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.

Service information continued on

III. **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OVERNIGHT MAIL OR EMAIL** (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on 3/13/2017 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.

Honorable Peter Carroll
United States Bankruptcy Court
1415 State Street, Suite 230
Santa Barbara, California 93101-2511- via UPS Ground

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.

3/13/2017

Erol Guler

/s/ Erol Guler

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.
December 2012 F 9013-3.1

SERVICE LIST

Served Via Electronic Notice:

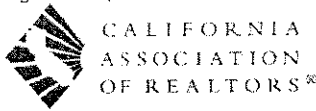
Michael Jay Berger michael.berger@bankruptcypower.com,
yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com
Brian D Fittipaldi brian.fittipaldi@usdoj.gov; United States Trustee (ND)
ustpregion16.nd.ecf@usdoj.gov
Kelly M Raftery bknotice@mccarthyholthus.com, kraftery@ecf.courtdrive.com

II. SERVED BY U.S. MAIL

Internal Revenue Service Street P.O. Box 7346 Philadelphia PA 19101-7346	Salt Lake City, UT 84165 Bank of New York Mellon Attn: Officer 225 Liberty St. NY, NY 10286
McCarthy and Holthus LLP 411 Ivy Street San Diego, CA 92101	Bank of America Attn: Officer 100 N. Tryon St. Charlotte, NC 28255
Internal Revenue Service Insolvency Group 5 300 North Los Angeles St, M/S 5022 Los Angeles, CA 90012	McCarthy & Holthus, LLP 770 Fourth Avenue San Diego, CA 92101
United States Department of Justice Tax Division P.O. Box 683 Ben Franklin Station Washington, D.C. 20044	Internal Revenue Service P.O. Box 7346 Philadelphia PA 19101-7346
United States Attorney Tax Division 7211 Federal Building 300 North Los Angeles Street Los Angeles, CA 90012	Geoffrey Sindon 2110 Laurelwood Drive Thousand Oaks, CA 91362 Laura N. Peters 31710 Foxfield Dr. Westlake Village, CA 91361
United States Attorney 725 S. Figueroa St. 26 th Floor Los Angeles, CA 90017-5413	Bank of America, P.O. Box 5170, Simi Valley, CA 93062 Jan Sanderlin Concierge Realty 961 Primavera Lane Nipomo, CA 93444
Securities Exchange Commission 5670 Wilshire Blvd., 11 th Floor Los Angeles, CA 90036	Cindy James Fidelity National Title Company 1212 Marsh Street, Ste 2 San Luis Obispo, CA 93401
BSI Financial Services 314 S. Franklin Street P O Box 517 Titusville, PA 16354	Tim Frutchey, City Manager City of Paso Robles 1000 Spring Street Paso Robles, CA, 93446
Select Portfolio Servicing Attn: Officer 3217 S Decker Lake Dr Salt Lake Cty, UT 84119-3284	J. D. Fetyko Development, Inc. 40 Via Caserta San Luis Obispo, CA 93401
Select Portfolio Servicing Po Box 65250	

EXHIBIT 1

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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form VLPA, Revised 12/15)

Date Prepared: March 3, 2017

1. OFFER:

- A. THIS IS AN OFFER FROM RICK BOHNSACK ("Buyer"),
B. THE REAL PROPERTY to be acquired is 96 OLD COUNTY ROAD, TEMPLETON (City), SAN LUIS OBISPO (County), California, 93465 (Zip Code), Assessor's Parcel No. 041-031-006 ("Property").
C. THE PURCHASE PRICE offered is Two Hundred Forty-Nine Thousand Dollars \$ 249,000.00
D. CLOSE OF ESCROW shall occur on April 21, 2017 OR SOONER (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 CONCIERGE REALTY (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent CONCIERGE REALTY (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
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 \$ 5,000.00
(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.
(B Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

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

E. ADDITIONAL FINANCING TERMS:

Buyer's Initials (X RB) ()
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Seller's Initials () ()



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

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Property Address: 96 OLD COUNTY ROAD, TEMPLETON, CA 93465

Date: March 3, 2017

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 244,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): \$ 249,000.00

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 19B(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 19, 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 Buyer 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.

L. SELLER FINANCING: The following terms (or the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials (RB) ()

Seller's Initials (MP) ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)



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Property Address: 96 OLD COUNTY ROAD, TEMPLETON, CA 93465

Date: March 3, 2017

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. [] MANUFACTURED HOME PURCHASE: The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer [] has [] has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement. (or [] this contingency shall remain in effect until the Close Of Escrow of the Property).

6. [] CONSTRUCTION LOAN FINANCING: The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan [] will [] will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or [] this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

A. ADDENDA: [] Addendum # (C.A.R. Form ADM)
[] Back Up Offer Addendum (C.A.R. Form BUO) [] Court Confirmation Addendum (C.A.R. Form CCA)
[] Septic, Well and Property Monument Addendum (C.A.R. Form SWP1)
[] Short Sale Addendum (C.A.R. Form SSA) [] Other

B. BUYER AND SELLER ADVISORIES:

[X] Buyer's Inspection Advisory (C.A.R. Form BIA)
[] Probate Advisory (C.A.R. Form PA) [X] Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
[] Trust Advisory (C.A.R. Form TA) [] REO Advisory (C.A.R. Form REO)
[] Short Sale Information and Advisory (C.A.R. Form SSIA) [X] Other LOCAL DISCLOSURE

8. OTHER TERMS: PURCHASE AGREEMENT AND ALL TERMS SUBJECT TO COURT CONFIRMATION, BUYER AND SELLER AGREES TO MEDIATION BUT NOT COURT BINDING ARBITRATION FOR DISPUTE MANAGEMENT. SELLER AGREES TO ALLOW BUYER THE NECESSARY TIME TO SCHEDULE AND CONDUCT A PRE-APP MEETING WITH THE COUNTY NOT TO EXCEED 30 DAYS FROM ACCEPTANCE UNLESS AGREED TO IN WRITING.

9. 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 [X] Seller shall pay for a natural hazard zone disclosure report, including tax [] environmental [] Other:
prepared by JCP
(2) [] Buyer [] Seller shall pay for the following Report
prepared by
(3) [] Buyer [] Seller shall pay for the following Report
prepared by

B. ESCROW AND TITLE:

(1) (a) [X] Buyer [X] Seller shall pay escrow fee
(b) Escrow Holder shall be FIDELITY CINDY JAMES
(c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) [] Buyer [X] Seller shall pay for owner's title insurance policy specified in paragraph 18E
(b) Owner's title policy to be issued by FIDELITY NATIONAL
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

(1) [] Buyer [X] Seller shall pay County transfer tax or fee
(2) [] Buyer [] Seller shall pay City transfer tax or fee
(3) [] Buyer [] Seller shall pay Homeowners' Association ("HOA") transfer fee
(4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
(5) Buyer to pay for any HOA certification fee.
(6) [] Buyer [] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(7) [] Buyer [] Seller shall pay for any private transfer fee
(8) [] Buyer [] Seller shall pay for
(9) [] Buyer [] Seller shall pay for

10. CLOSING AND POSSESSION: 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
The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is 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.

11. 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 11B or C.

Buyer's Initials (X RB) ()

Seller's Initials (ds) ()



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Property Address: 96 OLD COUNTY ROAD, TEMPLETON, CA 93465

Date: March 3, 2017

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: ALL REPORTS, APPROVALS, ENGINEERING, MAPS, AND CONDITIONS RELATED TO SUBJECT PROPERTY
- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: _____

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:

- A. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (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.
- B. **WITHHOLDING TAXES:** Within the time specified in paragraph 19A, 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).
- C. **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.)
- D. **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.
- E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
 - (1) SELLER HAS: 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
 - (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"). 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 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

- A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
 - (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. **TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials (X RB) (_____)

Seller's Initials (ds) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 4 OF 11)

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Date: March 3, 2017

- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. **SUBSEQUENT DISCLOSURES:** In the event Seller, 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 of which Buyer is otherwise unaware, 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 disclosed in reports ordered and paid for by Buyer.**
- 15. **CHANGES DURING ESCROW:**
 - A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. At least 7 (or ____) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or ____) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
- 16. **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 19A, 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 19B, 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.
- 17. **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 19B. Within the time specified in paragraph 19B(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, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) 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 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. **Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. 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 or cancellation of this Agreement and Close Of Escrow.
 - D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
 - E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
 - G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials (X KB) (_____)

Seller's Initials (MP) (_____)

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Date: March 3, 2017

- H. **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, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
 - I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
 - J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
 - K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
 - L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to 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, abandoned mining operations on the Property, 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.
 - M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
 - N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
 - O. **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.
 - P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 18. TITLE AND VESTING:**
- A. Within the time specified in paragraph 19, 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 19B. 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 19A, 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.**
 - E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 19. 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 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A.** Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
 - B. **(1) BUYER HAS: 17 (or ___) Days After Acceptance, unless otherwise agreed in writing, to:**
 - (i) complete all Buyer Investigations; review all disclosures, reports, 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 Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
 - (2) Within the time specified in paragraph 19B(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 19B(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 19A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials (RB) (_____)

Seller's Initials (_____) (_____)

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Date: March 3, 2017

- (4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, 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 19C(1).
- C. SELLER RIGHT TO CANCEL:
 - (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a 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 as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) 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.
- D. 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 19.
- E. 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.
- F. 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.
- G. 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).
- 20. 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.
- 21. 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 16; (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).
- 22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 23. 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

Buyer's Initials (X ^{DS} RB) (_____)

Seller's Initials (^{DS}) (_____)

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Date: March 3, 2017

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.

24. BROKERS:

- A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees 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.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the 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).

26. 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, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, 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 9B(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 9, 12 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 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, 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 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.

Buyer's Initials (RB) (_____)

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

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 8 OF 11)

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Property Address: 96 OLD COUNTY ROAD, TEMPLETON, CA 93465

Date: March 3, 2017

27. 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. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials RD / _____

Seller's Initials MP / _____

28. 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. Consumer Mediation Center (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 28C.

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 transactional 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 28C.

"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 _____ / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

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

29. **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.

30. **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.

Buyer's Initials (X) RD (_____)

Seller's Initials (MP) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 9 OF 11)

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Property Address: 96 OLD COUNTY ROAD, TEMPLETON, CA 93465

Date: March 3, 2017

- 31. **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 attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. 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 AOAA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **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 counteroffer 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. Buyer has read and acknowledges receipt of a Copy of the offer and agrees 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.
- 35. **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.**
- 36. **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" 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 11, 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.
- 37. **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 JAN SANDERLIN who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by AM/ PM, on _____ (date)).

One or more Buyers is signing the 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 02/26/2017 BUYER X RICK BOHNSACK
(Print name) RICK BOHNSACK

Date 02/26/2017 BUYER _____
(Print name) _____

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

Buyer's Initials (X RB) (_____)

Seller's Initials (JS) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 10 OF 11)

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Property Address: 96 OLD COUNTY ROAD, TEMPLETON, CA 93465 Date: March 3, 2017

38. 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, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

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

One or more Sellers is signing the 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 SELLER MICHAEL PETERS
 (Print name) MICHAEL PETERS

Date SELLER
 (Print name)

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

JS (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) 3/3/2017 at 4:45
 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) CONCIERGE REALTY CalBRE Lic. # 02022086
 By Jan Sanderlin JAN SANDERLIN, GREEN, SFR CalBRE Lic. # 00979138 Date 03/03/2017
 Address 961 PRIMAVERA LN City NIPOMO State CA Zip 93444
 Telephone (805)680-1400 Fax (805)980-4120 E-mail jan@jansanderlin.com
 Real Estate Broker (Listing Firm) CONCIERGE REALTY CalBRE Lic. # 02022086
 By Jan Sanderlin Jan Sanderlin CalBRE Lic. # 00979138 Date 03/03/2017
 Address P.O. BOX 1425 City NIPOMO State CA Zip 93444
 Telephone (805)680-1400 Fax (805)980-4126 E-mail jan@jansanderlin.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ 5,000.00 counter offer numbers N/A Seller's Statement of Information and BIA, PRBS AD, and agrees to act as Escrow Holder subject to paragraph 26 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 3/3/17
 Escrow Holder Fidelity National Title Company Escrow # 11900203
 By Cindy James 1212 Marsh Street, Suite 2 Date 3-7-17
 Address San Luis Obispo, CA 93401 Phone/Fax/E-mail 982-6900 982-6909 cindy.james@fnt.com

Escrow Holder has the following license number # 305
 Department of Business Oversight Department of Insurance, Bureau of Real Estate.

PRESENTATION OF OFFER: Jan Sanderlin Listing Broker presented this offer to Seller on 3/3/2017 (date).

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

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Buyer's Acknowledgment page 11 is part of this Agreement () ()

Reviewed by
 Broker or Designee _____



EXHIBIT 2

Fidelity National Title Company

1212 Marsh Street, Suite 2, San Luis Obispo, CA 93401

Phone: (805)782-6900 | FAX: (805)782-6909

SELLER'S STATEMENT**Settlement Date:** April 21, 2017**Escrow Number:** fcc-5001-FSLC-0011700203**Disbursement Date:** April 21, 2017**Escrow Officer:** Cindy James**Buyer:** Richard Bohnsack
3500 Willow Creek
Paso Robles, CA 93446**Seller:** Michael Peters
31710 Foxfield Drive
Westlake Village, CA 91361**Property:** 96 Old County Road
Templeton, CA 93465
Parcel ID(s): 041-031-006

		\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION					
Sale Price of Property					249,000.00
PRORATIONS/ADJUSTMENTS					
County Taxes at \$2,337.74	04/21/17 to 07/01/17 (\$2,337.74 / 180 X 70 days)				909.12
COMMISSIONS					
Commission - Listing Agent	Concierge Realty \$249,000.00 @ 6.0000% = \$14,940.00			14,940.00	
TITLE & ESCROW CHARGES					
Title - Escrow Fee	Fidelity National Title Company			450.00	
Title - Owner's Title Insurance	Fidelity National Title Company			990.00	
Policies to be issued:					
Owners Policy					
Coverage: \$249,000.00	Premium: \$990.00	Version: CLTA Standard Coverage Policy			
		1990 (04-08-14)			
RECORDING CHARGES					
San Luis Obispo County Transfer Tax	Fidelity National Title Company			273.90	
MISCELLANEOUS CHARGES					
Property Taxes	San Luis Obispo County Tax Collector			2,337.74	
6 months					
Natural Hazards Disclosure	JCP-LGS Reports Natural Hazard Disclosures			79.95	
Subtotals				19,071.59	249,909.12
Balance Due TO Seller				230,837.53	
TOTALS				249,909.12	249,909.12



CAR ACCEPTANCE INSTRUCTIONS

PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ARE HEREBY AMENDED AND/OR SUPPLEMENTED IN THE FOLLOWING PARTICULARS ONLY:

Cindy James, Escrow Officer
Fidelity National Title Company
1212 Marsh Street, Suite 2
San Luis Obispo, CA 93401
Phone: (805)782-6900 Fax: (805)782-6914

Date: March 9, 2017
Escrow No.: FSLC-0011700203-CJ
Property: 96 Old County Road
Templeton, CA 93465

The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:

Acknowledgment: All parties (Sellers and Buyers) hereby acknowledge receipt of Escrow Holder's executed Acceptance, that all agreements, counter offers and any addendums have been deposited with Escrow Holder and that there are no other outstanding agreements, counter offers and/or addendums which effect the closing of this transaction. Fidelity National Title Company is relieved of any and all responsibility/liability and will be held harmless as it relates to said documents not deposited to escrow.

1. **Approval of Legal Description for Subject Property:** Seller(s) signature(s) on the conveying Grant Deed, and Buyer(s) approval of the Preliminary Report, shall be deemed as each party's approval of the legal description contained therein as the exact description for the subject property of this escrow and Escrow Holder may rely upon such approval in processing this transaction.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. **Policy of Title Insurance:** A(n) CLTA Standard Coverage Policy 1990 (04-08-14) will be issued by Fidelity National Title Company at the close of escrow.
3. **Purchase Price:** The purchase price for the subject property is **Two Hundred Forty-Nine Thousand And No/100 Dollars (\$249,000.00)**.
4. **Close of Escrow:** Close of escrow to be on or before **April 21, 2017**, or thereafter, unless revoked by written demand on you by the undersigned.
5. **Acceptance Date:** Parties agree that the acceptance date is deemed to be **March 3, 2017**.
6. **DOCS SIGNED IN COUNTERPART:** These instructions/documents are executed in counterpart to facilitate this transaction each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and these counterparts together constitute one and the same instrument.
7. **GOOD FUNDS - DISBURSE WHEN AVAILABLE:** Buyer and Seller authorize and instruct Escrow Holder to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with California Insurance Code 12413.1. Immediately upon availability of the deposited instrument, Escrow Holder is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.
8. **NOTARY GUIDELINES:** The undersigned parties are herein made aware that Fidelity National Title Company requires that all documents that require a Notary be signed with an employee of Fidelity National Title Company, or signed with Bancserv (outside signing company), or signed with a Corporate approved notary. **PLEASE NOTE THERE ARE NO EXCEPTIONS TO THESE GUIDELINES AND IT IS STRONGLY RECOMMENDED THAT ARRANGEMENTS ARE MADE EARLY IN THE ORDER TO AVOID DELAYS IN CLOSING THE TRANSACTION.**

CAR ACCEPTANCE INSTRUCTIONS

(continued)

9. **SPECIAL RECORDING NOTICE:** In the event the documents in this escrow are recorded subsequent to the regular recording time of 8:00 a.m., Buyer and Seller are aware that funds may not or will not be available for disbursement for the payment of liens, proceeds or commission until the following business day and that no interest will be earned on such funds.

GENERAL INSTRUCTIONS

1. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.
- Seller is aware that interest will accrue through weekends or holidays.
- Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.
2. In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified by the Seller in the case of a disposition of California real property interest by either:
- A Seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR
 - A Corporate Seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of Ten Percent (10 %) of the amount required to be withheld or Five Hundred and No/100 Dollars (\$500.00).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply:

- The sales price of the California real property conveyed does not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).
- The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California.
- The Seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
 - The California real property being conveyed is the Seller's or Decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - The last use of the property being conveyed was use by the Transferor as the Transferor's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
 - The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

CAR ACCEPTANCE INSTRUCTIONS

(continued)

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

3. The undersigned Buyer hands you herewith Preliminary Change of Ownership Report as provided for in Section 480.34 of the Revenue and Taxation Code, State of California which you are to cause to be filed concurrently with the Deed in our favor. If form is rejected by the County, a surcharge may be imposed by said County and is to be paid by buyer herein.
4. Checks to be issued at Close of Escrow: I/We the undersigned Buyer/Borrower/Seller hereby acknowledge that we are aware that Fidelity National Title Company will issue a check payable to the undersigned in payment of Seller's proceeds/Borrower's proceeds or Buyer's excess deposit refund. I/We further acknowledge and agree that said check will be presented to the bank for deposit as soon as possible after receipt, and collection and payment of the funds will only be done through the regular banking channels.

In addition, in the event there are liens to be paid on the undersigned's behalf, we hereby also acknowledge that I/we will not use the pay-by-phone electronic system to pay/collect the funds as Fidelity National Title Company will not honor such payments. The parties herein agree to be responsible for any stop payment and reissue charges and/or losses that may be incurred in connection with any and all electronic debits to Fidelity National Title Company's Trust Accounts.
5. Facsimile Signature: Escrow Holder is hereby authorized and instructed that, in the event any party utilizes "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures.
6. Buyer acknowledges deposit of balance of funds to close escrow to be in the form of wire transfer, certified check, cashier's check or teller's check payable to Fidelity National Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof.
7. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express and/or special mail handling/courier fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

All other terms and conditions remain the same.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account". If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Fidelity National Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

GENERAL PROVISIONS

(continued)

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one (1) copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Fidelity National Title Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be seventy-two (72) hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Fidelity National Title Company as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the

GENERAL PROVISIONS (continued)

Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Company is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Fidelity National Title Company is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

22. CLARIFICATION OF DUTIES

Fidelity National Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

GENERAL PROVISIONS
(continued)

23. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over ninety (90) days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of Twenty-Five and No/100 Dollars (\$25.00) that is to be charged against the funds held by the Company.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Fidelity National Title Company conducts escrow business under License No. 305 issued by the California Department of Insurance.

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

Direct Deposit on behalf of: _____
Receiving Bank: _____
City/State: _____
ABA No.: _____
Account Name: _____
Account No.: _____

Richard Bohnsack

Date

Forwarding Address:

Phone: _____ Fax: _____
Email: _____

GENERAL PROVISIONS
(continued)

SELLER(S):

Michael Peters

Date

Forwarding Address:

Phone: _____ Fax: _____

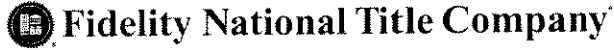
Email: _____

For APN/Parcel ID(s): 041-031-006

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT "VV" OF THE RESUBDIVISION OF LOTS 31, 32, 33, 34, 60, 61, 62 AND 63 OF THE RANCHO PASO ROBLES, IN THE UNINCORPORATED AREA, OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 10, 1887 IN BOOK A, PAGE 166 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT 3



PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Fidelity National Title 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

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

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

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

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

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

Fidelity National Title Insurance Company

By:

President

Attest:

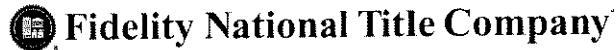
Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 1212 Marsh Street, Suite 2, San Luis Obispo, CA 93401

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
1212 Marsh Street, Suite 2 • San Luis Obispo, CA 93401
(805)782-6900 • FAX (805)782-6909

***Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Reece Benson
Email: rbenson@fnf.com
Title No.: FSLC-0011700203-RB

Escrow Officer: Cindy James
Email: cindy.james@fnf.com
Escrow No.: FSLC-0011700203 -CJ

TO: Concierge Realty
961 Primavera Lane
Nipomo, CA 93444
Attn: Jan Sanderlin

PROPERTY ADDRESS(ES): 96 Old County Road, Templeton, CA

EFFECTIVE DATE: February 28, 2017 at 07:30 AM

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

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

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

Michael Peters, an unmarried man
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 041-031-006

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT "VV" OF THE RESUBDIVISION OF LOTS 31, 32, 33, 34, 60, 61, 62 AND 63 OF THE RANCHO PASO ROBLES, IN THE UNINCORPORATED AREA, OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED FEBRUARY 10, 1887 IN BOOK A, PAGE 166 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Title No.: FSLC-0011700203-RB

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	126-007
Tax Identification No.:	041-031-006
Fiscal Year:	2016-2017
1st Installment:	\$2,337.74, Paid
2nd Installment:	\$2,337.74, Open
Exemption:	\$0.00
Land:	\$360,000.00
Improvements:	\$0.00
Personal Property:	\$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of El Paso de Robles
Purpose:	Maintaining sewer lines
Recording Date:	February 19, 1976
Recording No.:	6085, Book 1879, Page 544, of Official Records
Affects:	A portion of said land

Reference is made to said document for full particulars

Title No.: FSLC-0011700203-RB

EXCEPTIONS
(continued)

5. Matters contained in that certain document

Entitled: Agency Agreement for Riparian Lands
Dated: March 24, 2004
Executed by: J.D. Fetyko Development, Inc., a California Corporation and between
Recording Date: April 16, 2004
Recording No.: 2004-031525, of Official Records

Reference is hereby made to said document for full particulars.

6. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
Name(s) furnished: Rick Bohnsack
If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 4.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 5.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p>International Users. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

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

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

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

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

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and

- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

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

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

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

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer**

information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

[PART I

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

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

PART II

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

**ATTACHMENT ONE
(CONTINUED)**

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown 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.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

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

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

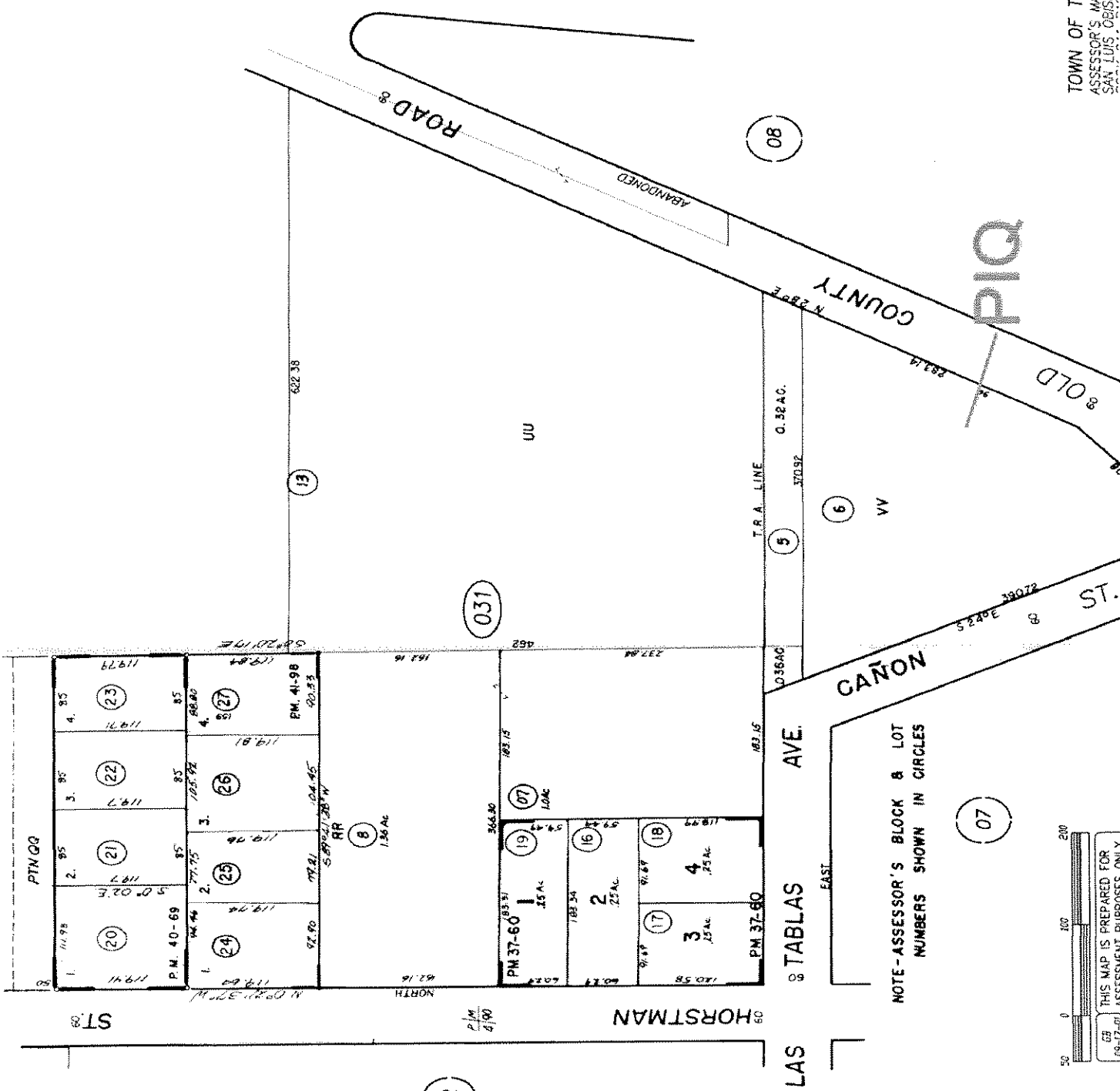
DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

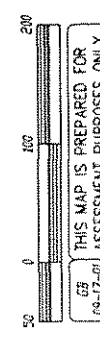
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

41-03



REVISIONS	
TECH	DATE

NOTE - ASSESSOR'S BLOCK & LOT NUMBERS SHOWN IN CIRCLES



THIS MAP IS PREPARED FOR [09-17-01] ASSESSMENT PURPOSES ONLY

TOWN OF TEMPLETON & VICINITY
ASSESSOR'S MAP COUNTY OF SAN JUAN, CALIFORNIA

This map/plot is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

EXHIBIT 4

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Michael Jay Berger (100291) Law Offices of Michael Jay Berger 9454 Wilshire Blvd., 6th Fl. Beverly Hills, CA 90212 O: 310-271-6223 F: 310-271-9805 michael.berger@bankruptcypower.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor	FOR COURT USE ONLY
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UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - NORTHERN DIVISION	
In re: Michael Clegg Peters Debtor(s).	CASE NO.: 9:16-bk-11416-PC CHAPTER: 11 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date:	Time:
Location:	

Type of Sale: Public Private Last date to file objections: 03/29/2017

Description of property to be sold:
 Vacant land property located at 96 Old County Road, Templeton, California 93465, parcel ID 041-031-006 (the "Templeton Property")

Terms and conditions of sale: Purchaser: Rick Bohnsack; Purchase Price \$249,000.00
 Condition of Property: property purchased "as-is" without any representations or warranties of any kind;
 Broker's Commission: 6.00%; Seller Agent and Purchaser Agent is Jan Sanderlin for Concierge Realty
 Closing Date: 44/21/2017 pending Court Approval; and Escrow Fee Shared Equally between Purchaser and Seller.
 Seller to pay title insurance and documentary transfer tax

Proposed sale price: \$ 249,000.00

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

Overbid procedure (if any):

N/A

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

Hearing date: 4/12/2017

Time: 10:00 a.m.

Courtroom: 201

Place: 1415 State St., Santa Barbara, CA 93101

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

N/A

Date: 03/10/2017

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:

9454 Wilshire Blvd. 6th Floor
Beverly Hills, CA 90212-2929

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 03/13/2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;
michael.berger@ecf.inforuptcy.com
Brian D Fittipaldi brian.fittipaldi@usdoj.gov; United States Trustee (ND) ustpregion16.nd.ecf@usdoj.gov
Kelly M Raftery bknotice@mccarthyholthus.com, kraftery@ecf.courtdrive.com

Service information continued on attached page

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

On (date) 03/13/2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 03/13/2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Peter Carroll
United States Bankruptcy Court
1415 State Street, Suite 230
Santa Barbara, California 93101-2511- via UPS Ground

Service information continued on attached page

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

03/13/2017 Erol Guler
Date Printed Name

/s/ Erol Guler
Signature

SERVICE LIST

Served Via Electronic Notice:

Michael Jay Berger michael.berger@bankruptcypower.com,
yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com
Brian D Fittipaldi brian.fittipaldi@usdoj.gov; United States Trustee (ND)
ustpregion16.nd.ecf@usdoj.gov
Kelly M Raftery bknotice@mccarthyholthus.com, kraftery@ecf.courtdrive.com

II. SERVED BY U.S. MAIL

Internal Revenue Service
Street
P.O. Box 7346
Philadelphia PA 19101-7346

Bank of America
Attn: Officer
100 N. Tryon St.
Charlotte, NC 28255

McCarthy and Holthus LLP
411 Ivy Street
San Diego, CA 92101

McCarthy & Holthus, LLP
770 Fourth Avenue
San Diego, CA 92101

Internal Revenue Service
Insolvency Group 5 300 North Los Angeles St, M/S 5022
Los Angeles, CA 90012

Internal Revenue Service
P.O. Box 7346
Philadelphia PA 19101-7346

United States Department of Justice
Tax Division
P.O. Box 683
Ben Franklin Station
Washington, D.C. 20044

Geoffrey Sindon 2110 Laurelwood Drive Thousand Oaks,
CA 91362
Laura N. Peters 31710 Foxfield Dr. Westlake Village, CA
91361

Bank of America, P.O. Box 5170, Simi Valley, CA 93062

United States Attorney
Tax Division
7211 Federal Building
300 North Los Angeles Street
Los Angeles, CA 90012

Jan Sanderlin
Concierge Realty
961 Primavera Lane
Nipomo, CA 93444

United States Attorney
725 S. Figueroa St. 26th Floor
Los Angeles, CA 90017-5413

Cindy James
Fidelity National Title Company
1212 Marsh Street, Ste 2
San Luis Obispo, CA 93401

Securities Exchange Commission
5670 Wilshire Blvd., 11th Floor
Los Angeles, CA 90036

Tim Frutchey, City Manager
City of Paso Robles
1000 Spring Street
Paso Robles, CA, 93446

BSI Financial Services
314 S. Franklin Street
P O Box 517
Titusville, PA 16354

J. D. Fetyko Development, Inc.
40 Via Caserta
San Luis Obispo, CA 93401

Select Portfolio Servicing
Attn: Officer
3217 S Decker Lake Dr
Salt Lake Cty, UT 84119-3284

Select Portfolio Servicing
Po Box 65250
Salt Lake City, UT 84165

Bank of New York Mellon
Attn: Officer
225 Liberty St.
NY, NY 10286